

Exhibit D

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS INC., *et al.*,

Debtors¹.

Chapter 11

Case No. 24-11967 (JKS) (Jointly Administered)

**DECLARATION OF DEWAN & SONS IN SUPPORT OF MOTION FOR ALLOWANCE
AND PAYMENT OF ADMINISTRATIVE CLAIMS OF TRADE CREDITORS**


1. I am an authorized representative for Dewan & Sons.
2. I have personal knowledge of the facts herein, including access to and review of business records and information for Dewan & Sons.
3. I make this declaration in support of the motion of Attic Products, Dan Dee International, LLC, and Dewan & Sons for allowance and payment of administrative claims of trade creditors (the "Motion").
4. To the best of my knowledge and belief formed after a reasonable inquiry, including review of business records, Big Lots and its subsidiaries have taken possession of goods, shipped by Dewan & Sons, either within 20 days before the Petition Date of Sept. 9, 2024 or after the Petition Date. These goods are summarized in **Exhibit 1** attached hereto.
5. The purchase orders, invoices, and forwarder cargo receipts for these goods orders are attached hereto as **Exhibit 2**. These documents are true and accurate copies of business records of Dewan & Sons' fulfillment of Big Lots purchase orders.

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors' corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

6. The invoices for these orders are unpaid, and no money or other valuable consideration has been received for the goods delivered.

7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: November 22, 2024



Vikas Agarwal
Accounting
Dewan & Sons

Exhibit 1

Summary of Claims

EXHIBIT 1**In re Big Lots, Inc., Case No. 24-11967-JKS****Claimant: Dewan & Sons**

Invoice	Big Lots PO Number	Order Total	FCR Issue Date	Big Lots Entity	Received by Big Lots	Claim Type
072/24	95152797	\$ 5,776.92	10-May-24	Durant DC	21-Aug-24	503(b)(9)
194/24	95195191	\$ 6,305.60	4-Jun-24	Durant DC	22-Aug-24	503(b)(9)
276/24	95347349	\$ 807.04	20-Jun-24	CSC Distribution	20-Aug-24	503(b)(9)
306/24	95193419	\$ 4,593.60	20-Jun-24	CSC Distribution	20-Aug-24	503(b)(9)
339/24	95252805	\$ 23,085.00	22-Jun-24	Durant DC	8-Sep-24	503(b)(9)
340/24	95299497	\$ 14,415.00	22-Jun-24	Durant DC	8-Sep-24	503(b)(9)
346/24	95193422	\$ 7,650.72	11-Jul-24	Durant DC	25-Sep-24	Post-Petition Delivery
366/24	95252802	\$ 6,699.00	28-Jun-24	AVDC	20-Aug-24	503(b)(9)
384/24	95268213	\$ 14,850.00	5-Jul-24	Durant DC	12-Sep-24	Post-Petition Delivery
385/24	95259318	\$ 18,876.00	5-Jul-24	Durant DC	12-Sep-24	Post-Petition Delivery
397/24	95259318	\$ 15,740.40	5-Jul-24	Durant DC	9-Sep-24	503(b)(9)
398/24	95252804	\$ 19,062.00	5-Jul-24	Closeout Distribution	26-Aug-24	503(b)(9)
401/24	95299495	\$ 23,591.00	10-Jul-24	CSC Distribution	4-Sep-24	503(b)(9)
402/24	95299498	\$ 23,250.00	5-Jul-24	Big Lots Stores	4-Sep-24	503(b)(9)
403/24	95299496	\$ 19,964.00	5-Jul-24	Closeout Distribution	28-Aug-24	503(b)(9)
404/24	95252804	\$ 16,424.00	5-Jul-24	Closeout Distribution	28-Aug-24	503(b)(9)
450/24	95301010	\$ 8,298.00	2-Aug-24	Closeout Distribution	23-Sep-24	Post-Petition Delivery
451/24	95301011	\$ 8,298.00	22-Jul-24	Big Lots Stores	8-Sep-24	503(b)(9)
477/24	95399575	\$ 7,084.00	11-Jul-24	Durant DC	25-Sep-24	Post-Petition Delivery
485/24	95320748	\$ 6,084.45	20-Aug-24	AVDC	25-Sep-24	Post-Petition Delivery
486/24	95320751	\$ 4,625.10	26-Jul-24	Durant DC	12-Oct-24	Post-Petition Delivery
487/24	95399836	\$ 4,376.60	29-Jul-24	Durant DC	12-Oct-24	Post-Petition Delivery
517/24	95320749	\$ 5,547.60	20-Aug-24	CSC Distribution	11-Oct-24	Post-Petition Delivery
518/24	95320750	\$ 7,067.70	2-Aug-24	Closeout Distribution	25-Sep-24	Post-Petition Delivery
519/24	95320752	\$ 5,691.60	9-Aug-24	Big Lots Stores	1-Oct-24	Post-Petition Delivery
528/24	95399837	\$ 5,719.60	9-Aug-24	Big Lots Stores	29-Sep-24	Post-Petition Delivery
529/24	95415354	\$ 9,360.00	20-Aug-24	Durant DC	13-Nov-24	Post-Petition Delivery
530/24	95415351	\$ 9,863.00	1-Aug-24	AVDC	22-Sep-24	Post-Petition Delivery
552/24	95348487	\$ 3,802.00	1-Aug-24	AVDC	22-Sep-24	Post-Petition Delivery
553/24	95415355	\$ 1,977.04	9-Aug-24	Big Lots Stores	1-Oct-24	Post-Petition Delivery
634/24	95348488	\$ 3,573.88	9-Aug-24	CSC Distribution	1-Oct-24	Post-Petition Delivery
635/24	95348489	\$ 4,486.36	9-Aug-24	Closeout Distribution	25-Sep-24	Post-Petition Delivery
659/24	95415352	\$ 8,400.00	13-Aug-24	CSC Distribution	1-Oct-24	Post-Petition Delivery
660/24	95268210	\$ 20,682.50	9-Aug-24	Durant DC	13-Nov-24	Post-Petition Delivery

EXHIBIT 1

Invoice	Big Lots PO Number	Order Total	FCR Issue Date	Big Lots Entity	Received by Big Lots	Claim Type
690/24	95268210	\$ 12,339.00	9-Aug-24	AVDC	20-Sep-24	Post-Petition Delivery
691/24	95399572	\$ 4,956.00	9-Aug-24	AVDC	20-Sep-24	Post-Petition Delivery
692/24	95399832	\$ 3,333.00	9-Aug-24	AVDC	20-Sep-24	Post-Petition Delivery
693/24	95259315	\$ 26,024.80	9-Aug-24	AVDC	20-Sep-24	Post-Petition Delivery
694/24	95415351	\$ 21,994.50	9-Aug-24	AVDC	20-Sep-24	Post-Petition Delivery
713/24	95415351	\$ 21,018.00	13-Aug-24	AVDC	5-Oct-24	Post-Petition Delivery
714/24	95415354	\$ 20,529.00	20-Aug-24	Durant DC	1-Oct-24	Post-Petition Delivery

Total Post-Petition Delivery \$ 268,210.45
Total 503(b)(9) \$ 188,011.56
Grand Total \$ 456,222.01

Exhibit 2

Invoices, FCRs, and Big Lots Purchase Orders

GSTIN : 09AABFD8214G2N1 Case 24-11967-JKS Doc DE 250-1 Filed 11/27/24 Page 8 of 429
LAKRI FAZALPUR, MINI BYPASS
DELHI ROAD, MORADABAD-244001, INDIA
TEL : 0091-591-2478400
EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)

Inv. No.	DS72/24	Buyer Order #	95152797
Inv. Date	27/04/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	27/04/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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<p>DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA</p>	<p>DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.</p>		
	<table border="1"> <tr> <td data-bbox="734 808 1086 857"> Country of Origin of Goods INDIA </td> <td data-bbox="1086 808 1489 857"> Country of Final Destination USA </td> </tr> </table>	Country of Origin of Goods INDIA	Country of Final Destination USA
Country of Origin of Goods INDIA	Country of Final Destination USA		

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier NHAVA SHEVA	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge DURANT	Final Destination DURANT	
		EXCHANGE RATE : 1 US \$= Rs. 82.70

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	5776.92		477751.28		85995.23	563746.51
US. Dollars Five Thousand Seven Hundred Seventy Six And Ninety Two Cents Only								
TOTAL : 330 Pcs 242 Sets	NET Amount	FOB	5776.92					
	TOTAL VALUE BEFORE TAX IN RS.				477751.28			
	ADD IGST						85995.23	
	TOTAL VALUE AFTER TAX IN RS.							563746.51
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167,	<table border="1"> <tr> <td>Total Pkgs.</td> <td>352 CTNs</td> </tr> <tr> <td>Gross Weight (Kgs.)</td> <td>1049.300</td> </tr> <tr> <td>Net Weight (Kgs.)</td> <td>653.800</td> </tr> <tr> <td>Volume (CBM)</td> <td>14.692</td> </tr> </table>	Total Pkgs.	352 CTNs	Gross Weight (Kgs.)	1049.300	Net Weight (Kgs.)	653.800	Volume (CBM)	14.692
Total Pkgs.	352 CTNs								
Gross Weight (Kgs.)	1049.300								
Net Weight (Kgs.)	653.800								
Volume (CBM)	14.692								

A/C No. : 10652086629	Certified that the Particular given above are true and correct
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A/C No. : 10652086629	<div style="text-align: right;"> Certified that the Particular given above are true and correct FOR DEWAN & SONS </div>
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<p>Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.</p>		<p>27/04/2024</p> <p>Auth.Sign.</p>
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<p>Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.</p>		<p>27/04/2024</p> <p>Auth.Sign.</p>
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<p>Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.</p>		<p>27/04/2024</p> <p>Auth.Sign.</p>
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GSTIN : 09AABFD8214G Ctnse 24-11967-JKS Dood 4 SONS DEWAN & SONS 11/27/24 Page 9 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS194/24 Inv. Date 20/05/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95195191 Transport Mode BY SEA Vehicle Number N/A Date of Supply 20/05/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA				DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier MUMBAI		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.65							
Vessel/Flight No. BY SEA		Port of Loading NHAVA SHEVA									
Port of Discharge DURANT		Final Destination DURANT									
ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)	
DS-53910-11-12 810728155	MANGO WOOD/MARBLE 4PC COASTER SET ,SET OF 6 T. Net Wt. (Kgs) : 378.000	44199090	210 Set	13.560	2847.60	0.00	235354.14	12.0%	28242.50	263596.64	
DS-56228L 810728161	MANGO WOODEN BOWL T. Net Wt. (Kgs) : 186.200	44199090	280 Pc	4.150	1162.00	0.00	96039.30	12.0%	11524.72	107564.02	
DS-60381 810728185	ACACIA WOOD SERVING TRAY T. Net Wt. (Kgs) : 436.800	44199090	280 Pc	4.300	1204.00	0.00	99510.60	12.0%	11941.27	111451.87	
DS-60382 810728110	ACACIA WOOD ROUND SERVING TRAY T. Net Wt. (Kgs) : 462.000	44199090	280 Pc	3.900	1092.00	0.00	90253.80	12.0%	10830.46	101084.26	
Amount Chargeable (In Words)				Total Amount FOB		6305.60	521157.84	62538.95	583696.79		
US. Dollars Six Thousand Three Hundred Five And Sixty Cents Only				NET Amount FOB		6305.60					
TOTAL : 840 Pcs 210 Sets				TOTAL VALUE BEFORE TAX IN RS.		521157.84					
				ADD IGST				62538.95			
				TOTAL VALUE AFTER TAX IN RS.					583696.79		
				GST PAYMENT ON REVERSE CHARGE					N A		
Bank Detail s:				Total Pkgs.		420 CTNs					
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Gross Weight (Kgs.)		1739.500					
				Net Weight (Kgs.)		1463.000					
				Volume (CBM)		5.518					
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth.Signatory 20/05/2024 Auth.Sign.							

GSTIN : 09AABFD8214G Date 24-11-2024 Doc DEWAN & SONS 11/27/24 Page 10 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS276/24 Inv. Date 03/06/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95347349 Transport Mode BY SEA Vehicle Number N/A Date of Supply 03/06/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
MONTGOMERY DC - #0870 CSC DISTRIBUTION LLC 2855 SELMA HWY MONTGOMERY, AL 36108-5035 USA				CSC DISTRIBUTION LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier MUMBAI		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE:- D/P EXCHANGE RATE : 1 US \$= Rs. 82.65							
Vessel/Flight No. BY SEA		Port of Loading NHAVA SHEVA									
Port of Discharge MONTGOMERY, AL		Final Destination MONTGOMERY, AL									
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)
DS-60930 810745648	LANTERN WITH WOOD HANDLE T. Net Wt. (Kgs) : 156.000		94055000	104Pc	3.880	403.52	0.00	33350.93	18.0%	6003.17	39354.10
DS-60930-BL 810745676	LANTERN WITH WOOD HANDLE T. Net Wt. (Kgs) : 156.000		94055000	104Pc	3.880	403.52	0.00	33350.93	18.0%	6003.17	39354.10
Amount Chargeable (In Words)				Total Amount FOB		807.04		66701.86		12006.34	78708.20
US. Dollars Eight Hundred Seven And Four Cents Only											
TOTAL : 208 Pcs				NET Amount FOB		807.04					
				TOTAL VALUE BEFORE TAX IN RS.				66701.86			
				ADD IGST						12006.34	
				TOTAL VALUE AFTER TAX IN RS.							78708.20
				GST PAYMENT ON REVERSE CHARGE							N A
Bank Detail s:				Total Pkgs. 52 CTNs Gross Weight (Kgs.) 390.000 Net Weight (Kgs.) 312.000 Volume (CBM) 3.556							
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth. Signatory Auth.Sign.							
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				03/06/2024							

LAKRI FAZALPUR, MINI BYPASS
DELHI ROAD, MORADABAD-244001, INDIA
TEL : 0091-591-2478400
EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)

Inv. No.	DS306/24	Buyer Order #	95193419
Inv. Date	05/06/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	05/06/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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MONTGOMERY DC - #0870 CSC DISTRIBUTION LLC 2855 SELMA HWY MONTGOMERY, AL 36108-5035 USA	CSC DISTRIBUTION LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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[illegible]

Country of Origin of Goods	INDIA	Country of Final Destination	USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	MUMBAI	F.O.B. US DOLLARS PAYMENT MODE: D/D

Vessel/Flight No.	Port of Loading	PAYMENT MODE:- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
MONTGOMERY, AL	MONTGOMERY, AL	EXCHANGE RATE : 1 US \$= Rs. 82.60

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-59028 810727274	WOOD MUSHROOM 2 PC DECOR, SET OF 2 T. Net Wt. (Kgs) : 42.900	44219190	55 Set	11.520	633.60	0.00	52335.36	12.0%	6280.24	58615.60
DS-63008 810725758	ALUMINIUM CANDLE HOLDER SET OF 4 T. Net Wt. (Kgs) : 440.000	76169990	220 Set	18.000	3960.00	0.00	327096.00	12.0%	39251.52	366347.52

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	4593.60		379431.36		45531.76	424963.12
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US. Dollars Four Thousand Five Hundred Ninety Three And Sixty Cents Only

TOTAL : 275 Sets

TOTAL VALUE BEFORE TAX IN RS.	379431.36			
ADD IGST			45531.76	
TOTAL VALUE AFTER TAX IN RS.				424963.12
GST PAYMENT ON REVERSE CHARGE				N A

Bank Detail s:

Bank Name :STATE BANK OF INDIA (COMM. BRANCH)
Address : CIVIL LINES, MORADABAD-244001, INDIA
SWIFT CODE:- SBININBB167,
A/C No. : 10652086629

Total Pkgs.	275 CTNs
Gross Weight (Kgs.)	654.500
Net Weight (Kgs.)	482.900
Volume (CBM)	4.522

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

Auth. Signatory
Auth. Sign.

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

05/06/2024

GSTIN : 09AABFD8214G CTN No 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 12 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surrender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS339/24 Inv. Date 11/06/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95252805 Transport Mode BY SEA Vehicle Number N/A Date of Supply 11/06/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA				DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MORADABAD		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60							
Vessel/Flight No. BY SEA		Port of Loading MUNDRA									
Port of Discharge HOUSTON, TX		Final Destination DURANT, OK									
ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)	
DS-48617 810729267	IRON BELL GARLAND T. Net Wt. (Kgs) : 784.000	95051000	1120 Pc	4.500	5040.00	0.00	416304.00	18.0%	74934.72	491238.72	
DS-52936BL 810729279	ALUMINIUM STANDING DEER- LARGE- BLACK T. Net Wt. (Kgs) : 380.240	76169990	388 Pc	10.750	4171.00	0.00	344524.60	12.0%	41342.95	385867.55	
DS-52939BL 810729285	ALUMINIUM STANDING DEER SMALL-BLACK T. Net Wt. (Kgs) : 552.960	76169990	1728 Pc	3.500	6048.00	0.00	499564.80	12.0%	59947.78	559512.58	
DS-56088BL 810729278	ALUMINIUM DEER STANDING- BLACK T. Net Wt. (Kgs) : 903.000	76169990	1204 Pc	6.500	7826.00	0.00	646427.60	12.0%	77571.31	723998.91	
Amount Chargeable (In Words)				Total Amount FOB		23085.00	1906821.00	253796.76	2160617.76		
US. Dollars Twenty Three Thousand Eighty Five Only				NET Amount FOB		23085.00					
TOTAL : 4440 Pcs				TOTAL VALUE BEFORE TAX IN RS.			1906821.00				
				ADD IGST				253796.76			
				TOTAL VALUE AFTER TAX IN RS.					2160617.76		
				GST PAYMENT ON REVERSE CHARGE					N A		
Bank Detail s:				Total Pkgs.		966 CTNs					
Bank Name :STATE BANK OF INDIA (COMM. BRANCH)				Gross Weight (Kgs.)		3547.800					
Address : CIVIL LINES, MORADABAD-244001, INDIA				Net Weight (Kgs.)		2620.200					
SWIFT CODE:- SBININBB167,				Volume (CBM)		25.812					
A/C No. : 10652086629											
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth.Signatory Auth.Sign. 11/06/2024							

GSTIN : 09AABFD8214GCTM Date 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 13 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surrender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS340/24 Inv. Date 11/06/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95299497 Transport Mode BY SEA Vehicle Number N/A Date of Supply 11/06/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA				DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MORADABAD		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60							
Vessel/Flight No. BY SEA		Port of Loading MUNDRA									
Port of Discharge HOUSTON, TX		Final Destination DURANT, OK									
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)
DS-48497 810732985	IRON TREE COLLAR T. Net Wt. (Kgs) : 2790.000		95051000	1860 Pc	7.750	14415.00	0.00	1190679.00	18.0%	214322.22	1405001.22
Amount Chargeable (In Words)											
US. Dollars Fourteen Thousand Four Hundred Fifteen Only				Total Amount		FOB	14415.00	1190679.00	214322.22	1405001.22	
TOTAL : 1860 Pcs				NET Amount		FOB	14415.00				
				TOTAL VALUE BEFORE TAX IN RS.			1190679.00				
				ADD IGST					214322.22		
				TOTAL VALUE AFTER TAX IN RS.						1405001.22	
				GST PAYMENT ON REVERSE CHARGE						N A	
Bank Detail s:				Total Pkgs. 465 CTNs Gross Weight (Kgs.) 3534.000 Net Weight (Kgs.) 2790.000 Volume (CBM) 35.656							
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth. Signatory Auth.Sign.							
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				11/06/2024							

GSTIN : 09AABFD8214G Date 24-11-2024 Doc DEWAN & SONS 11/27/24 Page 14 of 429												
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com												
TAX INVOICE												
Supply Meant for Export Under payment of Intergrated Tax (IGST)												
Inv. No. DS346/24 Inv. Date 11/06/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95193422 Transport Mode BY SEA Vehicle Number N/A Date of Supply 11/06/2024 Place of Supply USA								
Consignee				Buyer(if other than Consignee)								
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA				DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.								
				Country of Origin of Goods INDIA				Country of Final Destination USA				
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier MUMBAI		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60								
Vessel/Flight No. BY SEA		Port of Loading NHAVA SHEVA										
Port of Discharge DURANT		Final Destination DURANT										
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)	
DS-30443 810725852	LANTERN SET OF 4 T. Net Wt. (Kgs) : 1895.040		94055000	252 Set	30.360	7650.72	0.00	631949.47	18.0%	113750.90	745700.37	
Amount Chargeable (In Words)				Total Amount FOB		7650.72		631949.47		113750.90	745700.37	
US. Dollars Seven Thousand Six Hundred Fifty And Seventy Two Cents Only				NET Amount FOB		7650.72						
TOTAL : 252 Sets				TOTAL VALUE BEFORE TAX IN RS.				631949.47				
				ADD IGST						113750.90		
				TOTAL VALUE AFTER TAX IN RS.								745700.37
				GST PAYMENT ON REVERSE CHARGE								N A
Bank Detail s:				Total Pkgs. 252 CTNs Gross Weight (Kgs.) 2349.900 Net Weight (Kgs.) 1895.040 Volume (CBM) 27.518								
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth. Signatory Auth. Sign.								
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.												
				11/06/2024								

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc 1250-1 Filed 11/27/24 Page 15 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS366/24	Buyer Order #	95252802
Inv. Date	15/06/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	15/06/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
-----------	--------------------------------

APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.	AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
--	---

[illegible]

		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	NHAVA SHEVA	F.O.B. US DOLLARS PAYMENT MODE: D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
APPLE VALLEY	APPLE VALLEY	EXCHANGE RATE : 1 US \$= Rs. 82.60

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-52939BL 810729285	ALUMINIUM STANDING DEER SMALL-BLACK T. Net Wt. (Kgs) : 612.480	76169990	1914Pc	3.500	6699.00	0.00	553337.40	12.0%	66400.49	619737.89

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	6699.00		553337.40		66400.49	619737.89
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US. Dollars Six Thousand Six Hundred Ninety Nine Only

TOTAL : 1914 Pcs

TOTAL VALUE BEFORE TAX IN RS.		553337.40			
ADD IGST				66400.49	
TOTAL VALUE AFTER TAX IN RS.					619737.89
GST PAYMENT ON REVERSE CHARGE					N A

	Total Pkgs.	319 CTNs
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Bank Detail s:	Gross Weight (Kgs.)	861.300
Bank Name :STATE BANK OF INDIA (COMM. BRANCH)	Net Weight (Kgs.)	612.480
Address : CIVIL LINES, MORADABAD-244001, INDIA	Volume (CBM)	4.984
SWIFT CODE:- SBININBB167,		

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

15/06/2024 Auth. Sign. Auth. Sign.

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 16 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS384/24	Buyer Order #	95268213
Inv. Date	19/06/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	19/06/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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<p>DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA</p>	<p>DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.</p>		
	<table border="1"> <tr> <td data-bbox="738 808 1086 857"> Country of Origin of Goods INDIA </td> <td data-bbox="1086 808 1489 857"> Country of Final Destination USA </td> </tr> </table>	Country of Origin of Goods INDIA	Country of Final Destination USA
Country of Origin of Goods INDIA	Country of Final Destination USA		

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier ICD MORADABAD	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P
Vessel/Flight No. BY SEA	Port of Loading MUNDRA	
Port of Discharge HOUSTON, TX	Final Destination DURANT, OK	EXCHANGE RATE : 1 US \$= Rs. 82.60

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	14850.00		1226610.00		220789.80	1447399.80
US. Dollars Fourteen Thousand Eight Hundred Fifty Only								
TOTAL : 2200 Pcs	NET Amount	FOB	14850.00					
	TOTAL VALUE BEFORE TAX IN RS.				1226610.00			
	ADD IGST						220789.80	
	TOTAL VALUE AFTER TAX IN RS.							1447399.80
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167.	Total Pkgs.	550 CTNs
	Gross Weight (Kgs.)	4180.000
	Net Weight (Kgs.)	3300.000
	Volume (CBM)	42.174

A/C No. : 10652086629	Certified that the Particular given above are true and correct
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A/C No. : 10652086629	Certified that the Particular given above are true and correct FOR DEWAN & SONS
-----------------------	--

<p>A/C No. : 10652086629</p>	<p>Certified that the Particular given above are true and correct</p> <p>FOR DEWAN & SONS</p> <p>Auth. Signatory</p>
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A/C No. : 10652086629	<p>Certified that the Particular given above are true and correct</p> <p>FOR DEWAN & SONS</p> <p>Auth. Signatory</p> <p>19/06/2024</p> <p>Auth. Sign.</p>
Declaration : We declare this invoice shows the actual price of goods Described	

A/C No. : 10652086629	<p>Certified that the Particular given above are true and correct</p> <p>FOR DEWAN & SONS</p> <p>Auth. Signatory</p> <p>19/06/2024</p> <p>Auth. Sign.</p>
Declaration : We declare this invoice shows the actual price of goods Described	

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

GSTIN : 09AABFD8214G Date 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 17 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS385/24 Inv. Date 19/06/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95259318 Transport Mode BY SEA Vehicle Number N/A Date of Supply 19/06/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA				DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MORADABAD		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60							
Vessel/Flight No. BY SEA		Port of Loading MUNDRA									
Port of Discharge HOUSTON, TX		Final Destination DURANT, OK									
ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)	
DS-52936 810641933	ALUMINIUM STANDING DEER- LARGE T. Net Wt. (Kgs) : 611.520	76169990	624 Pc	10.750	6708.00	0.00	554080.80	12.0%	66489.70	620570.50	
DS-56088 810641963	ALUMINIUM STANDING DEER -MED T. Net Wt. (Kgs) : 1357.200	76169990	1872 Pc	6.500	12168.00	0.00	1005076.80	12.0%	120609.22	1125686.02	
Amount Chargeable (In Words)				Total Amount FOB		18876.00		1559157.60		187098.92	1746256.52
US. Dollars Eighteen Thousand Eight Hundred Seventy Six Only											
TOTAL : 2496 Pcs				NET Amount FOB		18876.00					
				TOTAL VALUE BEFORE TAX IN RS.		1559157.60					
				ADD IGST				187098.92			
				TOTAL VALUE AFTER TAX IN RS.						1746256.52	
				GST PAYMENT ON REVERSE CHARGE							N A
Bank Detail s:				Total Pkgs. 624 CTNs Gross Weight (Kgs.) 2901.600 Net Weight (Kgs.) 1968.720 Volume (CBM) 23.908							
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth.Signatory Auth.Sign.							
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				19/06/2024							

LAKRI FAZALPUR, MINI BYPASS
DELHI ROAD, MORADABAD-244001, INDIA
TEL : 0091-591-2478400
EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)

Inv. No.	DS397/24	Buyer Order #	95259318
Inv. Date	21/06/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	21/06/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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<p>DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA</p>	<p>DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.</p>		
	<table border="1"> <tr> <td data-bbox="738 663 1085 857"> <p>Country of Origin of Goods INDIA</p> </td> <td data-bbox="1085 663 1498 857"> <p>Country of Final Destination USA</p> </td> </tr> </table>	<p>Country of Origin of Goods INDIA</p>	<p>Country of Final Destination USA</p>
<p>Country of Origin of Goods INDIA</p>	<p>Country of Final Destination USA</p>		

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier MUMBAI	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge DURANT	Final Destination DURANT	

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	15740.40	1300157.04	193022.33	1493179.37
US. Dollars Fifteen Thousand Seven Hundred Forty And Forty Cents Only						
TOTAL : 2364 Pcs 2196 Sets	NET Amount	FOB	15740.40			
	TOTAL VALUE BEFORE TAX IN RS.			1300157.04		
	ADD IGST				193022.33	
	TOTAL VALUE AFTER TAX IN RS.					1493179.37
	GST PAYMENT ON REVERSE CHARGE					N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167,	Total Pkgs.	943 CTNs
	Gross Weight (Kgs.)	2408.850
	Net Weight (Kgs.)	1854.480
	Volume (CBM)	13.436

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

Auth. Signatory
Auth. Sign.

21/06/2024

Declaration : We declare this invoice shows the actual price of goods Described
and all particulars are true and correct.

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 19 of 429
 PERSONA SONS
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS398/24	Buyer Order #	95252804
Inv. Date	21/06/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	21/06/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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TREMONT DC# 0874 CLOSEOUT DISTRIBUTION ,LLC 50 RAUSCH CREEK RD TREMONT PA 17981-1734 USA	CLOSEOUT DISTRIBUTION INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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[illegible]

		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	MUMBAI	F.O.B. US DOLLARS PAYMENT MODE: D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
TREMONT, PA	TREMONT, PA	EXCHANGE RATE : 1 US \$= Rs. 82.60

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-48617 810729267	IRON BELL GARLAND T. Net Wt. (Kgs) : 1145.200	95051000	1636 Pc	4.500	7362.00	0.00	608101.20	18.0%	109458.22	717559.42
DS-56088BL 810729278	ALUMINIUM DEER STANDING- BLACK T. Net Wt. (Kgs) : 1350.000	76169990	1800 Pc	6.500	11700.00	0.00	966420.00	12.0%	115970.40	1082390.40

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	19062.00		1574521.20		225428.62	1799949.82
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US. Dollars Nineteen Thousand Sixty Two Only

TOTAL : 3436 Pcs

TOTAL VALUE BEFORE TAX IN RS.		1574521.20			
ADD IGST				225428.62	
TOTAL VALUE AFTER TAX IN RS.					1799949.82
GST PAYMENT ON REVERSE CHARGE					N A

[illegible]

	Total Pkgs.	859 CTNs
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Bank Detail s:	Gross Weight (Kgs)	3239.700
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Blank Detail 3.	Gross Weight (Kgs.)	3200.700
	Net Weight (Kgs.)	2495.300

Bank Name :STATE BANK OF INDIA (COMM. BRANCH)	Net Weight (Kgs.)	2499.200
	Volume (CBM)	31.760

Address : CIVIL LINES, MORADABAD-244001, INDIA	Volume (CBM)	21.760
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SWIFT CODE;- SBININBB167,	
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A/C No. : 10652086629

FOR DEWAN & SONS

FOR DEWAN & SONS

Declaration : We declare this invoice shows the actual price of goodsDescribed

and all particulars are true and correct.

21/06/2024 Auth. Sign.

FOR DEWAN & SONS

Auth. Sign.

GSTIN : 09AABFD8214G Date 24-11967-JKS Doc DEWANA SONS 11/27/24 Page 20 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surrender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS401/24 Inv. Date 22/06/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95299495 Transport Mode BY SEA Vehicle Number N/A Date of Supply 22/06/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
MONTGOMERY DC - #0870 CSC DISTRIBUTION LLC 2855 SELMA HWY MONTGOMERY, AL 36108-5035 USA				CSC DISTRIBUTION LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MORADABAD		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE:- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60							
Vessel/Flight No. BY SEA		Port of Loading MUNDRA									
Port of Discharge SAVANNAH, GA		Final Destination MONTGOMERY, AL									
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)
DS-48497 810732985	IRON TREE COLLAR T. Net Wt. (Kgs) : 4566.000		95051000	3044 Pcs	7.750	23591.00	0.00	1948616.60	18.0%	350750.99	2299367.59
Amount Chargeable (In Words)											
US. Dollars Twenty Three Thousand Five Hundred Ninety One Only											
TOTAL : 3044 Pcs											
Bank Detail s:											
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629											
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.											
Total Pkgs. 761 CTNs Gross Weight (Kgs.) 5783.600 Net Weight (Kgs.) 4566.000 Volume (CBM) 58.353											
Certified that the Particular given above are true and correct 22/06/2024											
FOR DEWANA SONS Auth. Signatory Auth.Sign.											

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 21 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)

Inv. No.	DS402/24	Buyer Order #	95299498
Inv. Date	22/06/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	22/06/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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<p>COLUMBUS DC# 0890 BIG LOTS STORES INC 500 PHILLIPI RD COLUMBUS, OH 43228-9006 USA</p>		
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[illegible]

Country of Origin of Goods	INDIA	Country of Final Destination	USA
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Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier ICD MORADABAD	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60
Vessel/Flight No. BY SEA	Port of Loading MUNDRA	
Port of Discharge COLUMBUS, OH	Final Destination COLUMBUS, OH	

[illegible][illegible]

Amount Chargeable (In Words)	Total Amount	FOB	23250.00		1920450.00		345681.00	2266131.00
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US. Dollars Twenty Three Thousand Two Hundred Fifty Only

TOTAL : 3000 Pcs

NET Amount	FOB	23250.00				
TOTAL VALUE BEFORE TAX IN RS.			1920450.00			
ADD IGST				345681.00		
TOTAL VALUE AFTER TAX IN RS.						2266131.00
GST PAYMENT ON REVERSE CHARGE						N A

Total Pkgs.	750 CTNs
Gross Weight (Kgs.)	5700.000
Net Weight (Kgs.)	4500.000
Volume (CBM)	57.510

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

22/06/2024 Auth.Sign.

22/06/2024 Auth.Sign.

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 22 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS403/24	Buyer Order #	95299496
Inv. Date	22/06/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	22/06/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
-----------	--------------------------------

TREMONT DC# 0874 CLOSEOUT DISTRIBUTION ,LLC 50 RAUSCH CREEK RD TREMONT PA 17981-1734 USA	CLOSEOUT DISTRIBUTION INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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[illegible]

Country of Origin of Goods	INDIA	Country of Final Destination	USA
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[illegible]

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	MUNDRA	

Port of Discharge	Final Destination	
NEW YORK, NY	TREMONT, PA	EXCHANGE RATE : 1 US \$= Rs. 82.60

[illegible][illegible]

Amount Chargeable (In Words)	Total Amount	FOB	19964.00		1649026.40		296824.75	1945851.15
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US. Dollars Nineteen Thousand Nine Hundred Sixty Four Only

TOTAL : 2576 Pcs

NET Amount	FOB	19964.00				
TOTAL VALUE BEFORE TAX IN RS.			1649026.40			
ADD IGST				296824.75		
TOTAL VALUE AFTER TAX IN RS.						1945851.15
GST PAYMENT ON REVERSE CHARGE						N A

Total Pkgs.	644 CTNs
Gross Weight (Kgs.)	4894.400
Net Weight (Kgs.)	3864.000
Volume (CBM)	49.382

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

22/06/2024

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

22/09/2024

GSTIN : 09AABFD8214G Date 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 23 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS404/24 Inv. Date 22/06/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95252804 Transport Mode BY SEA Vehicle Number N/A Date of Supply 22/06/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
TREMONT DC# 0874 CLOSEOUT DISTRIBUTION ,LLC 50 RAUSCH CREEK RD TREMONT PA 17981-1734 USA				CLOSEOUT DISTRIBUTION INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MORADABAD		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60							
Vessel/Flight No. BY SEA		Port of Loading MUNDRA									
Port of Discharge NEW YORK, NY		Final Destination TREMONT, PA									
ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)	
DS-52936BL 810729279	ALUMINIUM STANDING DEER- LARGE- BLACK T. Net Wt. (Kgs) : 666.400	76169990	680 Pc	10.750	7310.00	0.00	603806.00	12.0%	72456.72	676262.72	
DS-52939BL 810729285	ALUMINIUM STANDING DEER SMALL-BLACK T. Net Wt. (Kgs) : 833.280	76169990	2604 Pc	3.500	9114.00	0.00	752816.40	12.0%	90337.97	843154.37	
Amount Chargeable (In Words)				Total Amount FOB		16424.00	1356622.40	162794.69	1519417.09		
US. Dollars Sixteen Thousand Four Hundred Twenty Four Only											
TOTAL : 3284 Pcs				NET Amount FOB		16424.00					
				TOTAL VALUE BEFORE TAX IN RS.			1356622.40				
				ADD IGST				162794.69			
				TOTAL VALUE AFTER TAX IN RS.					1519417.09		
				GST PAYMENT ON REVERSE CHARGE					N A		
Bank Detail s:				Total Pkgs. 604 CTNs Gross Weight (Kgs.) 2191.800 Net Weight (Kgs.) 1499.680 Volume (CBM) 18.376							
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth:Sign.							
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				22/06/2024							

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 24 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS450/24	Buyer Order #	95301010
Inv. Date	03/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	03/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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TREMONT DC# 0874 CLOSEOUT DISTRIBUTION ,LLC 50 RAUSCH CREEK RD TREMONT PA 17981-1734 USA	CLOSEOUT DISTRIBUTION INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	MUMBAI	F.O.B. US DOLLARS PAYMENT MODE: D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
TREMONT, PA	TREMONT, PA	EXCHANGE RATE : 1 US \$= Rs. 82.60

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-50990A 810603846	14INCH DECORATIVE CANDLE HOLDER T. Net Wt. (Kgs) : 258.000	76169990	600 Pc	3.200	1920.00	0.00	158592.00	12.0%	19031.04	177623.04
DS-50990B 810603809	12INCH DECORATIVE CANDLE HOLDER T. Net Wt. (Kgs) : 252.000	76169990	600 Pc	2.930	1758.00	0.00	145210.80	12.0%	17425.30	162636.10
DS-50990C 810603856	10INCH DECORATIVE CANDLE HOLDER T. Net Wt. (Kgs) : 138.000	76169990	600 Pc	2.700	1620.00	0.00	133812.00	12.0%	16057.44	149869.44
DS-58684 810607072	WOODEN BOWL T. Net Wt. (Kgs) : 540.000	44199090	600 Pc	5.000	3000.00	0.00	247800.00	12.0%	29736.00	277536.00

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	8298.00		685414.80		82249.78	767664.58
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US. Dollars Eight Thousand Two Hundred Ninety Eight Only							
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TOTAL : 2400 Pcs	NET Amount	FOB	8298.00					

TOTAL VALUE BEFORE TAX IN RS.	685414.80			
ADD IGST			82249.78	
TOTAL VALUE AFTER TAX IN RS.				767664.58
GST PAYMENT ON REVERSE CHARGE				N A

	Total Pkgs.	750 CTNs
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Bank Details:	Gross Weight (Kgs.)	1446.000
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<p>Bank Detail 3:</p> <p>STATE BANK OF NEW YORK FRANKLIN</p>	<p>Gross Weight (Kg.)</p> <p>Net Weight (Kgs.)</p>	<p>1119.000</p> <p>1188.000</p>
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Bank Name :STATE BANK OF INDIA (COMM. BRANCH)	Net Weight (Kgs.)	11001000
	Volume (CBM)	9.875

Address : CIVIL LINES, MORADABAD-244001, INDIA

SWIFT CODE;- SBININBB167,	

A/C No. : 10652086629	Certified that the Particular given above are true and correct
-----------------------	--

FOR DEWAN & SONS

Declaration : We declare this invoice shows the actual price of goodsDescribed	22/07/2024	Auth Signature
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Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.	03/07/2024	Auth. Sign.
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03/07/2024 Auth. Sign.

FOR DEWAN & SONS

Auth. Sign.

GSTIN : 09AABFD8214G Date 24-11-2024 Doc DEWAN & SONS 11/27/24 Page 25 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS451/24 Inv. Date 03/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95301011 Transport Mode BY SEA Vehicle Number N/A Date of Supply 03/07/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
COLUMBUS DC# 0890 BIG LOTS STORES INC 500 PHILLIPI RD COLUMBUS, OH 43228-9006 USA				BIG LOTS STORES INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier MUMBAI		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60							
Vessel/Flight No. BY SEA		Port of Loading NHAVA SHEVA									
Port of Discharge COLUMBUS, OH		Final Destination COLUMBUS, OH									
ITEM # BUYER #		DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount	Value with Tax (Rs.)
DS-50990A 810603846		14INCH DECORATIVE CANDLE HOLDER T. Net Wt. (Kgs) : 258.000		76169990	600 Pc	3.200	1920.00	0.00	158592.00	12.0% 19031.04	177623.04
DS-50990B 810603809		12INCH DECORATIVE CANDLE HOLDER T. Net Wt. (Kgs) : 252.000		76169990	600 Pc	2.930	1758.00	0.00	145210.80	12.0% 17425.30	162636.10
DS-50990C 810603856		10INCH DECORATIVE CANDLE HOLDER T. Net Wt. (Kgs) : 138.000		76169990	600 Pc	2.700	1620.00	0.00	133812.00	12.0% 16057.44	149869.44
DS-58684 810607072		WOODEN BOWL T. Net Wt. (Kgs) : 540.000		44199090	600 Pc	5.000	3000.00	0.00	247800.00	12.0% 29736.00	277536.00
Amount Chargeable (In Words)				Total Amount		FOB	8298.00		685414.80	82249.78	767664.58
US. Dollars Eight Thousand Two Hundred Ninety Eight Only				NET Amount		FOB	8298.00				
TOTAL : 2400 Pcs				TOTAL VALUE BEFORE TAX IN RS.				685414.80			
				ADD IGST						82249.78	
				TOTAL VALUE AFTER TAX IN RS.							767664.58
				GST PAYMENT ON REVERSE CHARGE							N A
Bank Detail s:				Total Pkgs. 750 CTNs Gross Weight (Kgs.) 1446.000 Net Weight (Kgs.) 1188.000 Volume (CBM) 9.875							
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth.Signatory Auth.Sign.							
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				03/07/2024							

GSTIN : 09AABFD8214G Date 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 26 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS477/24 Inv. Date 04/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95399575 Transport Mode BY SEA Vehicle Number N/A Date of Supply 04/07/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA				DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier NHAVA SHEVA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.60							
Vessel/Flight No. BY SEA		Port of Loading NHAVA SHEVA									
Port of Discharge DURANT		Final Destination DURANT									
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)
DS-64501WG 810745643	IRON TREE COLLAR-WHITE T. Net Wt. (Kgs) : 1518.000		95051000	1012Pc	7.000	7084.00	0.00	585138.40	18.0%	105324.91	690463.31
Amount Chargeable (In Words)											
US. Dollars Seven Thousand Eighty Four Only				Total Amount		FOB	7084.00	585138.40	105324.91	690463.31	
TOTAL : 1012 Pcs				NET Amount		FOB	7084.00				
				TOTAL VALUE BEFORE TAX IN RS.			585138.40				
				ADD IGST					105324.91		
				TOTAL VALUE AFTER TAX IN RS.						690463.31	
				GST PAYMENT ON REVERSE CHARGE						N A	
Bank Detail s:				Total Pkgs. 253 CTNs Gross Weight (Kgs.) 1922.800 Net Weight (Kgs.) 1518.000 Volume (CBM) 19.400							
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS 04/07/2024 Auth. Sign.							
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.											

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 27 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS485/24	Buyer Order #	95320748
Inv. Date	05/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	05/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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<p>APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.</p>	<p>AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.</p>		
	<table border="1"> <tr> <td data-bbox="738 806 1086 857"> Country of Origin of Goods INDIA </td> <td data-bbox="1086 806 1489 857"> Country of Final Destination USA </td> </tr> </table>	Country of Origin of Goods INDIA	Country of Final Destination USA
Country of Origin of Goods INDIA	Country of Final Destination USA		

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier NHAVA SHEVA	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge APPLE VALLEY	Final Destination APPLE VALLEY	
		EXCHANGE RATE : 1 US \$= Rs. 82.70

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	6084.45		503184.02		60382.08	563566.10
US. Dollars Six Thousand Eighty Four And Forty Five Cents Only								
TOTAL : 1074 Pcs	NET Amount	FOB	6084.45					
	TOTAL VALUE BEFORE TAX IN RS.				503184.02			
	ADD IGST						60382.08	
	TOTAL VALUE AFTER TAX IN RS.							563566.10
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167,	<table border="1"> <tr> <td>Total Pkgs.</td> <td>426 CTNs</td> </tr> <tr> <td>Gross Weight (Kgs.)</td> <td>1367.250</td> </tr> <tr> <td>Net Weight (Kgs.)</td> <td>1012.425</td> </tr> <tr> <td>Volume (CBM)</td> <td>12.290</td> </tr> </table>	Total Pkgs.	426 CTNs	Gross Weight (Kgs.)	1367.250	Net Weight (Kgs.)	1012.425	Volume (CBM)	12.290
Total Pkgs.	426 CTNs								
Gross Weight (Kgs.)	1367.250								
Net Weight (Kgs.)	1012.425								
Volume (CBM)	12.290								

A/C No. : 10652086629

A/C No. : 10652086629	Certified that the Particular given above are true and correct <div style="text-align: right;"> FOR DEWAN & SONS </div>
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Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.	05/07/2024	Auth.Sign.
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Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.	05/07/2024	Auth.Sign.
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Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.	05/07/2024	Auth.Sign.
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LAKSHI FAZALPUR, MINI BYPASS
DELHI ROAD, MORADABAD-244001, INDIA
TEL : 0091-591-2478400
EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)

Inv. No.	DS486/24	Buyer Order #	95320751
Inv. Date	05/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	05/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee		Buyer(if other than Consignee)			
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA		DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.			
		Country of Origin of Goods INDIA		Country of Final Destination USA	

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier NHAVA SHEVA	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.70
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge DURANT	Final Destination DURANT	

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	4625.10		382495.77		45899.49	428395.26
US. Dollars Four Thousand Six Hundred Twenty Five And Ten Cents Only								
TOTAL : 762 Pcs	NET Amount	FOB	4625.10					
	TOTAL VALUE BEFORE TAX IN RS.				382495.77			
	ADD IGST						45899.49	
	TOTAL VALUE AFTER TAX IN RS.							428395.26
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167.	Total Pkgs.	323 CTNs
	Gross Weight (Kgs.)	1106.000
	Net Weight (Kgs.)	810.150
	Volume (CBM)	11.061

Certified that the Particular given above are true and correct.

FOR DEWAN & SONS

Auth. Sign.

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

05/07/2024

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 30 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS517/24	Buyer Order #	95320749
Inv. Date	11/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	11/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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MONTGOMERY DC - #0870 CSC DISTRIBUTION LLC 2855 SELMA HWY MONTGOMERY, AL 36108-5035 USA	CSC DISTRIBUTION LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
--	--

[illegible]

		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	MUMBAI	F.O.B. US DOLLARS PAYMENT MODE: D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE:- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
MONTGOMERY, AL	MONTGOMERY, AL	EXCHANGE RATE : 1 US \$= Rs. 82.80

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-52291 810747542	IRON FRUIT BOWL T. Net Wt. (Kgs) : 770.000	73239490	550 Pc	7.200	3960.00	0.00	327888.00	12.0%	39346.56	367234.56
DS-58910L 810748059	WOODEN SERVING BOWL T. Net Wt. (Kgs) : 117.600	44219160	168 Pc	5.080	853.44	0.00	70664.83	12.0%	8479.78	79144.61
DS-58914 810747573	WOODEN SERVING OVAL TRAYS T. Net Wt. (Kgs) : 105.000	44219160	168 Pc	4.370	734.16	0.00	60788.45	12.0%	7294.61	68083.06

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	5547.60		459341.28		55120.95	514462.23
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US. Dollars Five Thousand Five Hundred Forty Seven And Sixty Cents Only

TOTAL : 886 Pcs

TOTAL VALUE BEFORE TAX IN RS.		459341.28			
ADD IGST				55120.95	
TOTAL VALUE AFTER TAX IN RS.					514462.23
GST PAYMENT ON REVERSE CHARGE					N A

	Total Pkgs.	387 CTNs
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Bank Detail s:	Gross Weight (Kgs.)	1360.900
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Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629	Net Weight (Kgs.)	992.600
	Volume (CBM)	14.152
Certified that the Particular given above are true and correct		

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

Certified that the Particular given above are true and correct

11/07/2024 Auth.Sign.

FOR DEWAN & SONS
Auth. Signatory
11/07/2024
Auth. Sign.

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 31 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS518/24	Buyer Order #	95320750
Inv. Date	11/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	11/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
-----------	--------------------------------

TREMONT DC# 0874 CLOSEOUT DISTRIBUTION ,LLC 50 RAUSCH CREEK RD TREMONT PA 17981-1734 USA	CLOSEOUT DISTRIBUTION INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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[illegible]

		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	MUMBAI	F.O.B. US DOLLARS PAYMENT MODE: D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
TREMONT, PA	TREMONT, PA	EXCHANGE RATE : 1 US \$= Rs. 82.70

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-52291 810747542	IRON FRUIT BOWL T. Net Wt. (Kgs) : 812.000	73239490	580 Pc	7.200	4176.00	0.00	345355.20	12.0%	41442.62	386797.82
DS-58910L 810748059	WOODEN SERVING BOWL T. Net Wt. (Kgs) : 214.200	44219160	306 Pc	5.080	1554.48	0.00	128555.50	12.0%	15426.66	143982.16
DS-58914 810747573	WOODEN SERVING OVAL TRAYS T. Net Wt. (Kgs) : 191.250	44219160	306 Pc	4.370	1337.22	0.00	110588.09	12.0%	13270.57	123858.66

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	7067.70		584498.79		70139.85	654638.64
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US. Dollars Seven Thousand Sixty Seven And Seventy Cents Only

TOTAL : 1192 Pcs

TOTAL VALUE BEFORE TAX IN RS.	584498.79			
ADD IGST			70139.85	
TOTAL VALUE AFTER TAX IN RS.				654638.64
GST PAYMENT ON REVERSE CHARGE				N A

	Total Pkgs.	494 CTNs
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Bank Detail s:	Gross Weight (Kgs)	1656 300
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Bank Detail 3:	Gross Weight (Kgs.)	1000.000
	Net Weight (Kgs.)	1217.150

Bank Name :STATE BANK OF INDIA (COMM. BRANCH)	Net Weight (Kgs.)	1217.450
	Volume (CBM)	16.031

Address : CIVIL LINES, MORADABAD-244001, INDIA

SWIFT CODE;- SBININBB167,			
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A/C No. : 10652086629 Certified that the Particular given above are true and correct

FOR DEWAN & SONS

FOR DEWAN & SONS

	(U)
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Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct	11/07/2024	Auth. Signatory
--	------------	-----------------

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

11/07/2024 Auth. Sign.

11/07/2024	Auth. Sign.
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GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 32 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS519/24	Buyer Order #	95320752
Inv. Date	11/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	11/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
-----------	--------------------------------

COLUMBUS DC# 0890 BIG LOTS STORES INC 500 PHILLIPI RD COLUMBUS, OH 43228-9006 USA	BIG LOTS STORES INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
--	---

[illegible]

		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	MUMBAI	F.O.B. US DOLLARS PAYMENT MODE: D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
COLUMBUS, OH	COLUMBUS, OH	EXCHANGE RATE : 1 US \$= Rs. 82.70

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-52291 810747542	IRON FRUIT BOWL T. Net Wt. (Kgs) : 798.000	73239490	570 Pc	7.200	4104.00	0.00	339400.80	12.0%	40728.10	380128.90
DS-58910L 810748059	WOODEN SERVING BOWL T. Net Wt. (Kgs) : 117.600	44219160	168 Pc	5.080	853.44	0.00	70579.49	12.0%	8469.54	79049.03
DS-58914 810747573	WOODEN SERVING OVAL TRAYS T. Net Wt. (Kgs) : 105.000	44219160	168 Pc	4.370	734.16	0.00	60715.03	12.0%	7285.80	68000.83

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	5691.60		470695.32		56483.44	527178.76
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US. Dollars Five Thousand Six Hundred Ninety One And Sixty Cents Only

TOTAL : 906 Pcs

TOTAL VALUE BEFORE TAX IN RS.		470695.32			
ADD IGST				56483.44	
TOTAL VALUE AFTER TAX IN RS.					527178.76
GST PAYMENT ON REVERSE CHARGE					N A

[illegible]

	Total Pkgs.	397 CTNs
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Bank Detail s:	Gross Weight (Kgs)	1399.900
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Bank Detail 3:	Gross Weight (Kgs.)	1030.500
	Net Weight (Kgs.)	1020.600

Bank Name :STATE BANK OF INDIA (COMM. BRANCH)	Net Weight (Kgs.)	1020.000
	Volume (CBM)	11.611

Address : CIVIL LINES, MORADABAD-244001, INDIA	Volume (CBM)	14.614
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SWIFT CODE;- SBININBB167,

A/C No. : 10652086629

FOR DEWAN & SONS

FOR DEVIAN & SONS

[illegible]

Declaration : We declare this invoice shows the actual price of goodsDescribed	11/07/2024	Auth. Signatory Auth. Sign
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and all particulars are true and correct.

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

11/07/2024

11/07/2024 Auth.Sign.

GSTIN : 09AABFD8214G Date 24-11-2024 Doc DEWAN & SONS 11/27/24 Page 33 of 429																																																																													
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com																																																																													
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Inv. No. DS528/24 Inv. Date 11/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95399837 Transport Mode BY SEA Vehicle Number N/A Date of Supply 11/07/2024 Place of Supply USA																																																																									
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COLUMBUS DC# 0890 BIG LOTS STORES INC 500 PHILLIPI RD COLUMBUS, OH 43228-9006 USA				BIG LOTS STORES INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.																																																																									
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Bank Detail s:																																																																													
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629																																																																													
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<table><tr><td colspan="2">Total Pkgs.</td><td>362 CTNs</td></tr><tr><td colspan="2">Gross Weight (Kgs.)</td><td>1402.750</td></tr><tr><td colspan="2">Net Weight (Kgs.)</td><td>1038.940</td></tr><tr><td colspan="2">Volume (CBM)</td><td>8.517</td></tr></table>												Total Pkgs.		362 CTNs	Gross Weight (Kgs.)		1402.750	Net Weight (Kgs.)		1038.940	Volume (CBM)		8.517																																																						
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GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 34 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS529/24	Buyer Order #	95415354
Inv. Date	11/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	11/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA	DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
--	---

		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	MUMBAI	F.O.B. US DOLLARS PAYMENT MODE : D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
DURANT	DURANT	EXCHANGE RATE : 1 US \$= Rs. 82.70

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-59811L 810745731	HANGING BELLE SET OF 3-LARGE -GOLD T. Net Wt. (Kgs) : 1003.600	95051000	1040 Set	6.000	6240.00	0.00	516048.00	18.0%	92888.64	608936.64
DS-59811S 810745653	HANGING BELLE SET OF 3-SMALL T. Net Wt. (Kgs) : 452.400	95051000	1040 Set	3.000	3120.00	0.00	258024.00	18.0%	46444.32	304468.32

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	9360.00		774072.00		139332.96	913404.96
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US. Dollars Nine Thousand Three Hundred Sixty Only

TOTAL : 2080 Sets

TOTAL VALUE BEFORE TAX IN RS.	774072.00			
ADD IGST			139332.96	
TOTAL VALUE AFTER TAX IN RS.				913404.96
GST PAYMENT ON REVERSE CHARGE				N A

[illegible]

	Total Pkgs	520 CTNs
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	Total Pkgs.	520 CTNS
	Carton Weight (Kilograms)	1722.000

Bank Detail s:	Gross Weight (Kgs.)	1768.000
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Bank Name : STATE BANK OF INDIA (COMM. BRANCH)	Net Weight (Kgs.)	1456.000
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Bank Name : STATE BANK OF INDIA (COMM. BRANCH)	Volume (CBM)	9.606
Address : CIVIL LINES, MUMBAI 400 001, INDIA		

Address : CIVIL LINES, MORADABAD-244001, INDIA

SWIFT CODE;- SBININBB167,

A/C No. : 10652086629	Certified that the Particular given above are true and correct
-----------------------	--

FOR DEWAN & SONS

FOR DEWAN & SONS

Declaration : We declare this invoice shows the actual price of goodsDescribed	11/07/2024	Auth. Signatory Auth Sign
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and all particulars are true and correct.

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

11/07/2024 Auth.Sign.

11/07/2024 Auth. Sign.

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 35 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS530/24	Buyer Order #	95415351
Inv. Date	12/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	12/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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<p>APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.</p>	<p>AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.</p>		
	<table border="1"> <tr> <td data-bbox="738 806 1086 857"> Country of Origin of Goods INDIA </td> <td data-bbox="1086 806 1489 857"> Country of Final Destination USA </td> </tr> </table>	Country of Origin of Goods INDIA	Country of Final Destination USA
Country of Origin of Goods INDIA	Country of Final Destination USA		

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier MUMBAI	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.70
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge APPLE VALLEY	Final Destination APPLE VALLEY	

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	9863.00		815670.10		129081.47	944751.57
US. Dollars Nine Thousand Eight Hundred Sixty Three Only								
TOTAL : 275 Pcs 1048 Sets	NET Amount	FOB	9863.00					
	TOTAL VALUE BEFORE TAX IN RS.				815670.10			
	ADD IGST						129081.47	
	TOTAL VALUE AFTER TAX IN RS.							944751.57
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167.	<table border="0"> <tr> <td>Total Pkgs.</td> <td>537 CTNs</td> </tr> <tr> <td>Gross Weight (Kgs.)</td> <td>1865.200</td> </tr> <tr> <td>Net Weight (Kgs.)</td> <td>1423.820</td> </tr> <tr> <td>Volume (CBM)</td> <td>15.603</td> </tr> </table>	Total Pkgs.	537 CTNs	Gross Weight (Kgs.)	1865.200	Net Weight (Kgs.)	1423.820	Volume (CBM)	15.603
Total Pkgs.	537 CTNs								
Gross Weight (Kgs.)	1865.200								
Net Weight (Kgs.)	1423.820								
Volume (CBM)	15.603								

A/C No. : 10652086629	Certified that the Particular given above are true and correct
-----------------------	--

A/C No. : 10652086629	Certified that the Particular given above are true and correct FOR DEWAN & SONS
-----------------------	--

Declaration : We declare this invoice shows the actual price of goodsDescribed and all conditions are true and correct.	<div style="text-align: right;">  Auth. Signatory 12/07/2024 Auth. Sign. </div>
--	---

Declaration : We declare this invoice shows the actual price of goodsDescribed and all conditions are true and correct.	<div style="text-align: right;">  Auth. Signatory 12/07/2024 Auth. Sign. </div>
--	--

Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 36 of 429
 PERSONA SONS
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS552/24	Buyer Order #	95348487
Inv. Date	16/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	16/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
-----------	--------------------------------

<p>APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.</p>	<p>AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.</p>		
	<table border="1"> <tr> <td data-bbox="738 806 1086 857"> Country of Origin of Goods INDIA </td> <td data-bbox="1086 806 1489 857"> Country of Final Destination USA </td> </tr> </table>	Country of Origin of Goods INDIA	Country of Final Destination USA
Country of Origin of Goods INDIA	Country of Final Destination USA		

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier MUMBAI	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.70
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge APPLE VALLEY	Final Destination APPLE VALLEY	

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	3802.00		314425.40		37731.05	352156.45
US. Dollars Three Thousand Eight Hundred Two Only								
TOTAL : 150 Sets	NET Amount	FOB	3802.00					
	TOTAL VALUE BEFORE TAX IN RS.				314425.40			
	ADD IGST						37731.05	
	TOTAL VALUE AFTER TAX IN RS.							352156.45
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167.	<table border="0"> <tr> <td>Total Pkgs.</td> <td>150 CTNs</td> </tr> <tr> <td>Gross Weight (Kgs.)</td> <td>560.000</td> </tr> <tr> <td>Net Weight (Kgs.)</td> <td>262.500</td> </tr> <tr> <td>Volume (CBM)</td> <td>3.129</td> </tr> </table>	Total Pkgs.	150 CTNs	Gross Weight (Kgs.)	560.000	Net Weight (Kgs.)	262.500	Volume (CBM)	3.129
Total Pkgs.	150 CTNs								
Gross Weight (Kgs.)	560.000								
Net Weight (Kgs.)	262.500								
Volume (CBM)	3.129								

A/C No. : 10652086629

<p>A/C No. : 10652086629</p>	<p>Certified that the Particular given above are true and correct</p> <p>FOR DEWAN & SONS</p>
------------------------------	--

A/C No. : 10652086629	<p>Certified that the Particular given above are true and correct</p> <p>FOR DEWAN & SONS</p> <p><i>Auth. Signatory</i></p> <p>16/07/2024</p> <p>Auth. Sign.</p>
Declaration : We declare this invoice shows the actual price of goods Described	

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.	16/07/2024	Auth. Signatory Auth. Sign.
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GSTIN : 09AABFD8214G CTN# 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 37 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surrender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS553/24 Inv. Date 16/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95348491 Transport Mode BY SEA Vehicle Number N/A Date of Supply 16/07/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
COLUMBUS DC# 0890 BIG LOTS STORES INC 500 PHILLIPI RD COLUMBUS, OH 43228-9006 USA				BIG LOTS STORES INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
Country of Origin of Goods INDIA				Country of Final Destination USA							
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier NHAVA SHEVA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.80							
Vessel/Flight No. BY SEA		Port of Loading NHAVA SHEVA									
Port of Discharge NEW YORK		Final Destination COLUMBUS, OH									
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)
DS-52272L 810751763	WOODEN SERVING BOWL BOWL S/4 T. Net Wt. (Kgs) : 35.100		44199090	26 Set	36.000	936.00	0.00	77500.80	12.0%	9300.10	86800.90
DS-62534 810751705	WOODEN 2PC SERVING SPOON SET OF 4 T. Net Wt. (Kgs) : 20.800		44199090	26 Set	14.440	375.44	0.00	31086.43	12.0%	3730.37	34816.80
DS-62530 810751706	WOODEN SERVING OVAL TRAYS S/4 T. Net Wt. (Kgs) : 80.600		44199090	26 Set	25.600	665.60	0.00	55111.68	12.0%	6613.40	61725.08
Amount Chargeable (In Words)					Total Amount FOB		1977.04	163698.91	19643.87	183342.78	
US. Dollars One Thousand Nine Hundred Seventy Seven And Four Cents Only											
TOTAL : 78 Sets					NET Amount FOB		1977.04				
					TOTAL VALUE BEFORE TAX IN RS.			163698.91			
					ADD IGST				19643.87		
					TOTAL VALUE AFTER TAX IN RS.					183342.78	
					GST PAYMENT ON REVERSE CHARGE					N A	
Bank Detail s:					Total Pkgs. 78 CTNs Gross Weight (Kgs.) 291.200 Net Weight (Kgs.) 136.500 Volume (CBM) 1.627						
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629					Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth. Sign.						
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.											
					16/07/2024						

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)

Inv. No.	DS634/24	Buyer Order #	95348488
Inv. Date	23/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	23/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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MONTGOMERY DC - #0870 CSC DISTRIBUTION LLC 2855 SELMA HWY MONTGOMERY, AL 36108-5035 USA	CSC DISTRIBUTION LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.		
	<table border="1"> <tr> <td data-bbox="742 808 1086 857"> Country of Origin of Goods INDIA </td> <td data-bbox="1086 808 1489 857"> Country of Final Destination USA </td> </tr> </table>	Country of Origin of Goods INDIA	Country of Final Destination USA
Country of Origin of Goods INDIA	Country of Final Destination USA		

Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier NHAVA SHEVA	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE:- D/P
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge MONTGOMERY, AL	Final Destination MONTGOMERY, AL	
		EXCHANGE RATE : 1 US \$= Rs. 82.80

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	3573.88		295917.26		35510.07	331427.33
US. Dollars Three Thousand Five Hundred Seventy Three And Eighty Eight Cents Only								
TOTAL : 141 Sets	NET Amount	FOB	3573.88					
	TOTAL VALUE BEFORE TAX IN RS.				295917.26			
	ADD IGST						35510.07	
	TOTAL VALUE AFTER TAX IN RS.							331427.33
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167,	<table border="1"> <tr> <td>Total Pkgs.</td> <td>141 CTNs</td> </tr> <tr> <td>Gross Weight (Kgs.)</td> <td>526.400</td> </tr> <tr> <td>Net Weight (Kgs.)</td> <td>246.750</td> </tr> <tr> <td>Volume (CBM)</td> <td>2.941</td> </tr> </table>	Total Pkgs.	141 CTNs	Gross Weight (Kgs.)	526.400	Net Weight (Kgs.)	246.750	Volume (CBM)	2.941
Total Pkgs.	141 CTNs								
Gross Weight (Kgs.)	526.400								
Net Weight (Kgs.)	246.750								
Volume (CBM)	2.941								

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

Auth. Sign.

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

23/07/2024

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 39 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS635/24	Buyer Order #	95348489
Inv. Date	23/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	23/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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TREMONT DC# 0874 CLOSEOUT DISTRIBUTION ,LLC 50 RAUSCH CREEK RD TREMONT PA 17981-1734 USA	CLOSEOUT DISTRIBUTION INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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[illegible]

		Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by	Place of Rcpt. By Pre-carrier	Terms of Delivery & Payment
BY ROAD	NHAVA SHEVA	F.O.B. US DOLLARS PAYMENT MODE : D/P

Vessel/Flight No.	Port of Loading	PAYMENT MODE :- D/P
BY SEA	NHAVA SHEVA	

Port of Discharge	Final Destination	
TREMONT, PA	TREMONT, PA	EXCHANGE RATE : 1 US \$= Rs. 82.80

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-52272L 810751763	WOODEN SERVING BOWL BOWL S/4 T. Net Wt. (Kgs) : 79.650	44199090	59 Set	36.000	2124.00	0.00	175867.20	12.0%	21104.06	196971.26
DS-62534 810751705	WOODEN 2PC SERVING SPOON SET OF 4 T. Net Wt. (Kgs) : 47.200	44199090	59 Set	14.440	851.96	0.00	70542.29	12.0%	8465.07	79007.36
DS-62530 810751706	WOODEN SERVING OVAL TRAYS S/4 T. Net Wt. (Kgs) : 182.900	44199090	59 Set	25.600	1510.40	0.00	125061.12	12.0%	15007.33	140068.45

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	4486.36		371470.61		44576.46	416047.07
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US. Dollars Four Thousand Four Hundred Eighty Six And Thirty Six Cents Only

TOTAL : 177 Sets

TOTAL VALUE BEFORE TAX IN RS.		371470.61			
ADD IGST				44576.46	
TOTAL VALUE AFTER TAX IN RS.					416047.07
GST PAYMENT ON REVERSE CHARGE					N A

Bank Detail s:

Bank Name :STATE BANK OF INDIA (COMM. BRANCH)
Address : CIVIL LINES, MORADABAD-244001, INDIA
SWIFT CODE;- SBININBB167,
A/C No. : 10652086629

Total Pkgs.	177 CTNs
Gross Weight (Kgs.)	660.800
Net Weight (Kgs.)	309.750
Volume (CBM)	3.692

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

23/07/2024

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

11/15/2017

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 40 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)

Inv. No.	DS659/24	Buyer Order #	95415352
Inv. Date	25/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	25/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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MONTGOMERY DC - #0870	
CSC DISTRIBUTION LLC	
2855 SELMA HWY	
MONTGOMERY, AL 36108-5035	
USA	

CSC DISTRIBUTION LLC								
4900 E. DUBLIN GRANVILLE RD								
COLUMBUS, OH 43081-7651								
U.S.A.								

Country of Origin of Goods	INDIA	Country of Final Destination	USA
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Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier NHAVA SHEVA	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE;- D/P
Vessel/Flight No. BY SEA	Port of Loading NHAVA SHEVA	
Port of Discharge MONTGOMERY, AL	Final Destination MONTGOMERY, AL	
		EXCHANGE RATE : 1 US \$= Rs. 82.80

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-64620 810745621	IRON DECOR SET OF 3 CONE TREE S/2-SILVER T. Net Wt. (Kgs) : 1391.600	95051000	280 Set	30.000	8400.00	0.00	695520.00	18.0%	125193.60	820713.60

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	8400.00		695520.00		125193.60	820713.60
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US. Dollars Eight Thousand Four Hundred Only

TOTAL : 280 Sets

NET Amount	FOB	8400.00				
TOTAL VALUE BEFORE TAX IN RS.			695520.00			
ADD IGST				125193.60		
TOTAL VALUE AFTER TAX IN RS.						820713.60
GST PAYMENT ON REVERSE CHARGE						N A

Bank Detail s:	
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Bank Name :STATE BANK OF INDIA (COMM. BRANCH)
Address : CIVIL LINES, MORADABAD-244001, INDIA
SWIFT CODE;- SBININBB167,
A/C No. : 10652086629

Total Pkgs.	280 CTNs
Gross Weight (Kgs.)	1610.000
Net Weight (Kgs.)	1391.600
Volume (CBM)	9.408

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

25/07/2024

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

25/07/2024

GSTIN : 09AABFD8214G Date 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 41 of 429												
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com												
TAX INVOICE												
Supply Meant for Export Under payment of Intergrated Tax (IGST)												
Inv. No. DS660/24 Inv. Date 25/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95415354 Transport Mode BY SEA Vehicle Number N/A Date of Supply 25/07/2024 Place of Supply USA								
Consignee				Buyer(if other than Consignee)								
DURANT DC - #0879 DURANT DC LLC 2306 ENTERPRISE DR DURANT OK 74701-1964 USA				DURANT DC LLC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.								
				Country of Origin of Goods INDIA				Country of Final Destination USA				
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier NHAVA SHEVA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.80								
Vessel/Flight No. BY SEA		Port of Loading NHAVA SHEVA										
Port of Discharge DURANT		Final Destination DURANT										
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)	
DS-65325 810745722	IRON HANGING BELLS SET OF 6-SMALL T. Net Wt. (Kgs) : 615.060		95051000	201 Set	16.500	3316.50	0.00	274606.20	18.0%	49429.12	324035.32	
DS-63623 810745568	ALUMINIUM DECOR REINDEER HEAD T. Net Wt. (Kgs) : 228.000		76169990	152 Pc	13.000	1976.00	0.00	163612.80	12.0%	19633.54	183246.34	
DS-64619 810745343	IRON DECOR SET OF 3 CONE TREE S/2 T. Net Wt. (Kgs) : 849.870		95051000	171 Set	30.000	5130.00	0.00	424764.00	18.0%	76457.52	501221.52	
DS-64618 810745344	IRON DECOR SET OF 3 CONE TREE S/2-RED T. Net Wt. (Kgs) : 849.870		95051000	171 Set	30.000	5130.00	0.00	424764.00	18.0%	76457.52	501221.52	
DS-64620 810745621	IRON DECOR SET OF 3 CONE TREE S/2-SILVER T. Net Wt. (Kgs) : 849.870		95051000	171 Set	30.000	5130.00	0.00	424764.00	18.0%	76457.52	501221.52	
Amount Chargeable (In Words)				Total Amount FOB		20682.50		1712511.00		298435.22	2010946.22	
US. Dollars Twenty Thousand Six Hundred Eighty Two And Fifty Cents Only				NET Amount FOB		20682.50						
TOTAL : 152 Pcs 714 Sets				TOTAL VALUE BEFORE TAX IN RS.				1712511.00				
				ADD IGST						298435.22		
				TOTAL VALUE AFTER TAX IN RS.								2010946.22
				GST PAYMENT ON REVERSE CHARGE								N A
Bank Detail s:				Total Pkgs. 866 CTNs Gross Weight (Kgs.) 4158.750 Net Weight (Kgs.) 3392.670 Volume (CBM) 30.079								
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth. Sign.								
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				25/07/2024								

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 42 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS690/24	Buyer Order #	95268210
Inv. Date	29/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	29/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
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APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.	AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.	AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.
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NOTIFY PARTY:GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA	Country of Origin of Goods INDIA	Country of Final Destination USA
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NOTIFY PARTY:GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA	Country of Origin of Goods INDIA	Country of Final Destination USA
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Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier ICD MUNDRA	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P
Vessel/Flight No. BY SEA	Port of Loading MUNDRA	
Port of Discharge LOS ANGELES, CA	Final Destination LOS ANGELES, CA	
		EXCHANGE RATE : 1 US \$= Rs. 82.80

ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
								Rate	Amount	
DS-55775 810625001	IRON TREE COLLAR- BLACK T. Net Wt. (Kgs) : 1356.000	95051000	904 Pc	6.750	6102.00	0.00	505245.60	18.0%	90944.21	596189.81
DS-64501G 810732386	IRON SNOEFLAKE TREE COLLAR T. Net Wt. (Kgs) : 1386.000	95051000	924 Pc	6.750	6237.00	0.00	516423.60	18.0%	92956.25	609379.85

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	12339.00		1021669.20		183900.46	1205569.66
US. Dollars Twelve Thousand Three Hundred Thirty Nine Only								
TOTAL : 1828 Pcs	NET Amount	FOB	12339.00					
	TOTAL VALUE BEFORE TAX IN RS.				1021669.20			
	ADD IGST						183900.46	
	TOTAL VALUE AFTER TAX IN RS.							1205569.66
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s:	Total Pkgs.	457 CTNs
Bank Name :STATE BANK OF INDIA (COMM. BRANCH)	Gross Weight (Kgs.)	3473.200
Address : CIVIL LINES, MORADABAD-244001, INDIA	Net Weight (Kgs.)	2742.000
SWIFT CODE:- SBININBB167,	Volume (CBM)	35.043

A/C No. : 10652086629	Certified that the Particular given above are true and correct
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A/C No. : 10652086629	Certified that the Particular given above are true and correct
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A/C No. : 10652086629	Certified that the Particular given above are true and correct
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FOR DEWAN & SONS

GSTIN : 09AABFD8214G Date 24-11967-JKS Doc DEWAN & SONS 11/27/24 Page 43 of 429															
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com															
TAX INVOICE															
Supply Meant for Export Under payment of Intergrated Tax (IGST)															
Inv. No. DS691/24 Inv. Date 29/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95399572 Transport Mode BY SEA Vehicle Number N/A Date of Supply 29/07/2024 Place of Supply USA											
Consignee				Buyer(if other than Consignee)											
APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.				AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.											
NOTIFY PARTY:GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA				Country of Origin of Goods INDIA				Country of Final Destination USA							
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MUNDRA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.80											
Vessel/Flight No. BY SEA		Port of Loading MUNDRA													
Port of Discharge LOS ANGELES, CA		Final Destination LOS ANGELES, CA													
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)				
DS-64501WG 810745643	IRON TREE COLLAR-WHITE T. Net Wt. (Kgs) : 1062.000		95051000	708Pc	7.000	4956.00	0.00	410356.80	18.0%	73864.22	484221.02				
Amount Chargeable (In Words)															
US. Dollars Four Thousand Nine Hundred Fifty Six Only TOTAL : 708 Pcs Bank Detail s: Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629 Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				Total Amount		FOB	4956.00		410356.80		73864.22	484221.02			
				NET Amount		FOB	4956.00								
				TOTAL VALUE BEFORE TAX IN RS.					410356.80						
				ADD IGST							73864.22				
				TOTAL VALUE AFTER TAX IN RS.									484221.02		
				GST PAYMENT ON REVERSE CHARGE									N A		
				Total Pkgs.		177 CTNs									
				Gross Weight (Kgs.)		1345.200									
Net Weight (Kgs.)		1062.000													
Volume (CBM)		13.572													
Certified that the Particular given above are true and correct															
FOR DEWAN & SONS Auth. Sign.															
29/07/2024															

GSTIN : 09AABFD8214G Date 24-11-2024 Doc DEWAN & SONS 11/27/24 Page 44 of 429											
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com											
TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS692/24 Inv. Date 29/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95399832 Transport Mode BY SEA Vehicle Number N/A Date of Supply 29/07/2024 Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.				AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
NOTIFY PARTY:GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MUNDRA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.80							
Vessel/Flight No. BY SEA		Port of Loading MUNDRA									
Port of Discharge LOS ANGELES, CA		Final Destination LOS ANGELES, CA									
ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)	
DS-65045 810745369	X-MAS STOCKING HOLDER SET OF 4 T. Net Wt. (Kgs) : 605.570	95051000	211 Set	15.800	3333.80	0.00	276038.64	18.0%	49686.96	325725.60	
Amount Chargeable (In Words)				Total Amount FOB		3333.80	276038.64	49686.96	325725.60		
US. Dollars Three Thousand Three Hundred Thirty Three And Eighty Cents Only				NET Amount FOB		3333.80					
TOTAL : 211 Sets				TOTAL VALUE BEFORE TAX IN RS.			276038.64				
				ADD IGST					49686.96		
				TOTAL VALUE AFTER TAX IN RS.						325725.60	
				GST PAYMENT ON REVERSE CHARGE						N A	
Bank Detail s:				Total Pkgs.		211 CTNs					
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Gross Weight (Kgs.)		817.625					
				Net Weight (Kgs.)		605.570					
				Volume (CBM)		4.965					
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth.Sign.							
				29/07/2024							

GSTIN : 09AABFD8214G CTN No 24-11967-JKS Doc DEWAN & SONS Dated 11/27/24 Page 45 of 429												
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD-244001, INDIA TEL : 0091-591-2478400 EMAIL: surender@dewansons.com												
TAX INVOICE												
Supply Meant for Export Under payment of Intergrated Tax (IGST)												
Inv. No. DS693/24 Inv. Date 29/07/2024 IEC 0588026786 PAN AABFD8214G Reverse Charges (Y/N) N State of origin & code U.P. & 09				Buyer Order # 95259315 Transport Mode BY SEA Vehicle Number N/A Date of Supply 29/07/2024 Place of Supply USA								
Consignee				Buyer(if other than Consignee)								
APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.				AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.								
NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA				Country of Origin of Goods INDIA				Country of Final Destination USA				
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MUNDRA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.80								
Vessel/Flight No. BY SEA		Port of Loading MUNDRA										
Port of Discharge LOS ANGELES, CA		Final Destination LOS ANGELES, CA										
ITEM # BUYER #	DESCRIPTION	HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST Rate Amount		Value with Tax (Rs.)		
DS-52936 810641933	ALUMINIUM STANDING DEER- LARGE T. Net Wt. (Kgs) : 505.680	76169990	516Pc	10.750	5547.00	0.00	459291.60	12.0%	55114.99	514406.59		
DS-52939 810641961	ALUMINIUM STANDING DEER- SMALL-GOLD T. Net Wt. (Kgs) : 547.200	76169990	1710Pc	3.500	5985.00	0.00	495558.00	12.0%	59466.96	555024.96		
DS-56088 810641963	ALUMINIUM STANDING DEER -MED T. Net Wt. (Kgs) : 997.600	76169990	1376Pc	6.500	8944.00	0.00	740563.20	12.0%	88867.58	829430.78		
DS-59811 810641927	HANGING BELLE SET OF 3 T. Net Wt. (Kgs) : 816.000	95051000	1632 Set	3.400	5548.80	0.00	459440.64	18.0%	82699.32	542139.96		
Amount Chargeable (In Words)				Total Amount FOB		26024.80		2154853.44		286148.85	2441002.29	
US. Dollars Twenty Six Thousand Twenty Four And Eighty Cents Only				NET Amount FOB		26024.80						
TOTAL : 3602 Pcs 1632 Sets				TOTAL VALUE BEFORE TAX IN RS.		2154853.44						
				ADD IGST				286148.85				
				TOTAL VALUE AFTER TAX IN RS.						2441002.29		
				GST PAYMENT ON REVERSE CHARGE								N A
Bank Detail s:				Total Pkgs. 1166 CTNs Gross Weight (Kgs.) 3987.900 Net Weight (Kgs.) 2866.480 Volume (CBM) 28.413								
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth.Signatory Auth.Sign.								
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.												
				29/07/2024								

TAX INVOICE											
Supply Meant for Export Under payment of Intergrated Tax (IGST)											
Inv. No. DS694/24				Buyer Order # 95415351							
Inv. Date 29/07/2024											
IEC 0588026786				Transport Mode BY SEA							
PAN AABFD8214G				Vehicle Number N/A							
Reverse Charges (Y/N) N				Date of Supply 29/07/2024							
State of origin & code U.P. & 09				Place of Supply USA							
Consignee				Buyer(if other than Consignee)							
APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.				AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.							
NOTIFY PARTY:GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA											
				Country of Origin of Goods INDIA				Country of Final Destination USA			
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MUNDRA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.80							
Vessel/Flight No. BY SEA		Port of Loading MUNDRA									
Port of Discharge LONG BEACH		Final Destination LONG BEACH									
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)
									Rate	Amount	
DS-59811S 810745653	HANGING BELLE SET OF 3-SMALL T. Net Wt. (Kgs) : 323.640		95051000	744 Set	3.000	2232.00	0.00	184809.60	18.0%	33265.73	218075.33
DS-64618 810745344	IRON DECOR SET OF 3 CONE TREE S/2-RED T. Net Wt. (Kgs) : 904.540		95051000	182 Set	30.000	5460.00	0.00	452088.00	18.0%	81375.84	533463.84
DS-64619 810745343	IRON DECOR SET OF 3 CONE TREE S/2 T. Net Wt. (Kgs) : 904.540		95051000	182 Set	30.000	5460.00	0.00	452088.00	18.0%	81375.84	533463.84
DS-64620 810745621	IRON DECOR SET OF 3 CONE TREE S/2-SILVER T. Net Wt. (Kgs) : 904.540		95051000	182 Set	30.000	5460.00	0.00	452088.00	18.0%	81375.84	533463.84
DS-65325 810745722	IRON HANGING BELLS SET OF 6-SMALL T. Net Wt. (Kgs) : 627.300		95051000	205 Set	16.500	3382.50	0.00	280071.00	18.0%	50412.78	330483.78
Amount Chargeable (In Words)				Total Amount		FOB	21994.50		1821144.60	327806.03	2148950.63
US. Dollars Twenty One Thousand Nine Hundred Ninety Four And Fifty Cents Only											
TOTAL : 1495 Sets				NET Amount		FOB	21994.50				
				TOTAL VALUE BEFORE TAX IN RS.			1821144.60				
				ADD IGST					327806.03		
				TOTAL VALUE AFTER TAX IN RS.						2148950.63	
				GST PAYMENT ON REVERSE CHARGE							N A
Bank Detail s:				Total Pkgs. 937 CTNs Gross Weight (Kgs.) 4409.700 Net Weight (Kgs.) 3664.560 Volume (CBM) 28.485							
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct <div>FOR DEWAN & SONS</div> <div>Auth. Signatory</div> <div>Auth.Sign.</div>							
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.											
				29/07/2024							

TAX INVOICE													
Supply Meant for Export Under payment of Intergrated Tax (IGST)													
Inv. No. DS713/24				Buyer Order # 95415351									
Inv. Date 30/07/2024													
IEC 0588026786				Transport Mode BY SEA									
PAN AABFD8214G				Vehicle Number N/A									
Reverse Charges (Y/N) N				Date of Supply 30/07/2024									
State of origin & code U.P. & 09				Place of Supply USA									
Consignee				Buyer(if other than Consignee)									
APPLE VALLEY DC # 0869 AVDC, INC. 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 U.S.A.				AVDC, INC 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OH 43081-7651 U.S.A.									
NOTIFY PARTY:GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA													
				Country of Origin of Goods INDIA				Country of Final Destination USA					
Pre-Carriage by BY ROAD		Place of Rcpt. By Pre-carrier ICD MUNDRA		Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.85									
Vessel/Flight No. BY SEA		Port of Loading MUNDRA											
Port of Discharge LONG BEACH		Final Destination LONG BEACH											
ITEM # BUYER #	DESCRIPTION		HSN	QTY	Rate US \$	Total US \$	Add/Less (Rs.)	Taxable FOB (Rs.)	IGST		Value with Tax (Rs.)		
DS-65322 810745628	IRON HANGING BELLS SET OF 3 T. Net Wt. (Kgs) : 1587.600		95051000	392 Set	24.000	9408.00	0.00	779452.80	18.0%	140301.50	919754.30		
DS-65323 810745370	IRON HANGING BELLS SET OF 6-LARGE T. Net Wt. (Kgs) : 1054.500		95051000	185 Set	34.500	6382.50	0.00	528790.13	18.0%	95182.22	623972.35		
DS-65324 810745660	IRON HANGING BELLS SET OF 6-MED T. Net Wt. (Kgs) : 799.500		95051000	205 Set	25.500	5227.50	0.00	433098.38	18.0%	77957.71	511056.09		
Amount Chargeable (In Words)													
US. Dollars Twenty One Thousand Eighteen Only TOTAL : 782 Sets				Total Amount		FOB	21018.00		1741341.31		313441.43	2054782.74	
				NET Amount		FOB	21018.00						
				TOTAL VALUE BEFORE TAX IN RS.					1741341.31				
				ADD IGST							313441.43		
				TOTAL VALUE AFTER TAX IN RS.									2054782.74
				GST PAYMENT ON REVERSE CHARGE									N A
Bank Detail s:				Total Pkgs. 782 CTNs Gross Weight (Kgs.) 4667.000 Net Weight (Kgs.) 3441.600 Volume (CBM) 67.374									
Bank Name :STATE BANK OF INDIA (COMM. BRANCH) Address : CIVIL LINES, MORADABAD-244001, INDIA SWIFT CODE:- SBININBB167, A/C No. : 10652086629				Certified that the Particular given above are true and correct FOR DEWAN & SONS Auth.Signatory Auth.Sign.									
Declaration : We declare this invoice shows the actual price of goodsDescribed and all particulars are true and correct.													
				30/07/2024									

GSTIN : 09AABFD8214G1ZM Case 24-11967-JKS Doc ID: 50443 Filed 11/27/24 Page 48 of 429
~~PERSONA SONS~~
 LAKRI FAZALPUR, MINI BYPASS
 DELHI ROAD, MORADABAD-244001, INDIA
 TEL : 0091-591-2478400
 EMAIL: surender@dewansons.com

TAX INVOICE

Supply Meant for Export Under payment of Intergrated Tax (IGST)	
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Inv. No.	DS714/24	Buyer Order #	95415354
Inv. Date	30/07/2024		
IEC	0588026786	Transport Mode	BY SEA
PAN	AABFD8214G	Vehicle Number	N/A
Reverse Charges (Y/N)	N	Date of Supply	30/07/2024
State of origin & code	U.P. & 09	Place of Supply	USA

Consignee	Buyer(if other than Consignee)
-----------	--------------------------------

DURANT DC - #0879	
DURANT DC LLC	
2306 ENTERPRISE DR	
DURANT OK 74701-1964	
USA	

[illegible]

NOTIFY PARTY:GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

Country of Origin of Goods	INDIA	Country of Final Destination	USA
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Pre-Carriage by BY ROAD	Place of Rcpt. By Pre-carrier ICD MUNDRA	Terms of Delivery & Payment F.O.B. US DOLLARS PAYMENT MODE :- D/P EXCHANGE RATE : 1 US \$= Rs. 82.85
Vessel/Flight No. BY SEA	Port of Loading MUNDRA	
Port of Discharge HOUSTON	Final Destination DALLAS	

[illegible]

Amount Chargeable (In Words)	Total Amount	FOB	20529.00		1700827.66		306148.98	2006976.64
US. Dollars Twenty Thousand Five Hundred Twenty Nine Only								
TOTAL : 761 Sets	NET Amount	FOB	20529.00					
	TOTAL VALUE BEFORE TAX IN RS.				1700827.66			
	ADD IGST						306148.98	
	TOTAL VALUE AFTER TAX IN RS.							2006976.64
	GST PAYMENT ON REVERSE CHARGE							N A

Bank Detail s:

Bank Name :STATE BANK OF INDIA (COMM. BRANCH)
Address : CIVIL LINES, MORADABAD-244001, INDIA
SWIFT CODE;- SBININBB167,
A/C No. : 10652086629

Total Pkgs.	761 CTNs
Gross Weight (Kgs.)	4556.700
Net Weight (Kgs.)	3360.450
Volume (CBM)	65.651

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

Certified that the Particular given above are true and correct

FOR DEWAN & SONS

30/07/2024 Auth. Sign.

Declaration : We declare this invoice shows the actual price of goodsDescribed
and all particulars are true and correct.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400396**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS72-24Dated: **April 27, 2024**Date of Receipt of Cargo
May 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95152797
SKU NO: 810720868,
810722910, 810723127
CARTON 1 - 352
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER FURNISHING ARTICLES OF COTTON PILLOW
PO NO: 95152797
SKU NO: 810720868, 810722910, 810723127
QTY: 572
GR.WT: 1049.300 KGS
SB.NO: 9507526 DT. 30/04/2024

MORADABAD, UTTAR PRADESH 244001, INDIA*CMAU4610942 (PART) SEAL# R6328263 40H DRY**

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

352 CARTONS 15.491 CBM 1,049.30 KGS**TOTAL : THREE HUNDRED FIFTY-TWO (352) CARTONS ONLY****"FREIGHT COLLECT"**

SHIPMENT PER S.S. "BRUSSELS" VOY NO. 0VBHBW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT May 30, 2024. CARGO RECEIVED ON May 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**May 10, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400396**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS72-24

Dated: **April 27, 2024**

Date of Receipt of Cargo
May 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95152797
SKU NO: 810720868,
810722910, 810723127
CARTON 1 - 352
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER FURNISHING ARTICLES OF COTTON PILLOW
PO NO: 95152797
SKU NO: 810720868, 810722910, 810723127
QTY: 572
GR.WT: 1049.300 KGS
SB.NO: 9507526 DT. 30/04/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

CMAU4610942 (PART) SEAL# R6328263 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

352 CARTONS 15.491 CBM 1,049.30 KGS

TOTAL : THREE HUNDRED FIFTY-TWO (352) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "BRUSSELS" VOY NO. 0VBHBW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT May 30, 2024. CARGO RECEIVED ON May 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

May 10, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400553**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS194-24

Dated: **May 20, 2024**

Date of Receipt of Cargo
May 27, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95195191
SKU NO: 810728110, 810728155,
810728161, 810728185
CARTON 1 - 420
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANOGO AND
ACACIA WOOD
COASTER MADE OF MARBLE, MANGO WOOD, ACACIA WOOD AND BRASS
PO NO: 95195191
SKU NO: 810728110, 810728155, 810728161, 810728185
QTY: 1050
GR.WT: 1739.500 KGS
SB.NO: 1059850 DT. 22/05/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

BMOU6617943 (PART) SEAL# R6338031 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

420 CARTONS 5.837 CBM 1,739.50 KGS

TOTAL : FOUR HUNDRED TWENTY (420) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM MOLIERE" VOY NO. 0VBHHW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT June 12, 2024. CARGO RECEIVED ON May 27, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

June 8, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400553**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS194-24

Dated: **May 20, 2024**

Date of Receipt of Cargo
May 27, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95195191 SKU NO: 810728110, 810728155, 810728161, 810728185 CARTON 1 - 420 MADE IN INDIA				
NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAI 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANOGO AND ACACIA WOOD COASTER MADE OF MARBLE, MANGO WOOD, ACACIA WOOD AND BRASS PO NO: 95195191 SKU NO: 810728110, 810728155, 810728161, 810728185 QTY: 1050 GR.WT: 1739.500 KGS SB.NO: 1059850 DT. 22/05/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA BMOU6617943 (PART) SEAL# R6338031 40H DRY SHIP TO CODE & LOCATION : 00879-DURANT, OK SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL 420 CARTONS 5.837 CBM 1,739.50 KGS TOTAL : FOUR HUNDRED TWENTY (420) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM MOLIERE" VOY NO. 0VBHHW1MA DISCHARGED AT HOUSTON, TX
 SAILING ON / ABOUT June 12, 2024. CARGO RECEIVED ON May 27, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA**June 8, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400599**

Maker/Supplier :	DEWAN & SONS LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee :	CSC DISTRIBUTION, LLC 2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA
Shipment From :	NHAVA SHEVA To : MONTGOMERY, AL

Maker/Supplier's INVOICE No.
DS276-24Dated: **June 03, 2024**Date of Receipt of Cargo
June 08, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95347349
SKU NO: 810745648, 810745676
CARTON 1 - 52
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

LANTERN MADE OF GLASS, ST STEEL WITH MANGO WOOD
PO NO: 95347349
SKU NO: 810745648, 810745676
QTY: 208
GR.WT: 390.000 KGS
SB.NO: 1406633 DT. 04/06/2024

MORADABAD, UTTAR PRADESH 244001, INDIA*BEAU4922244 (PART) SEAL# HLG9031850 40H DRY**

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

52 CARTONS 3.807 CBM 390.00 KGS

TOTAL : FIFTY-TWO (52) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "NAVIOS CONSTELLATION" VOY NO. 4125 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT June 24, 2024. CARGO RECEIVED ON June 8, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**June 20, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400599**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS276-24

Dated: **June 03, 2024**

Date of Receipt of Cargo
June 08, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95347349
SKU NO: 810745648, 810745676
CARTON 1 - 52
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

LANTERN MADE OF GLASS, ST STEEL WITH MANGO WOOD
PO NO: 95347349
SKU NO: 810745648, 810745676
QTY: 208
GR.WT: 390.000 KGS
SB.NO: 1406633 DT. 04/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

BEAU4922244 (PART) SEAL# HLG9031850 40H DRY

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

52 CARTONS 3.807 CBM 390.00 KGS

TOTAL : FIFTY-TWO (52) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "NAVIOS CONSTELLATION" VOY NO. 4125 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT June 24, 2024. CARGO RECEIVED ON June 8, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

June 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation – Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability – The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400601**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS306-24Dated: **June 05, 2024**Date of Receipt of Cargo
June 14, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95193419
SKU NO: 810725758, 810727274
CARTON 1 - 275
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER ARTICLE OF ALUMINIUM, OTHER ARTICLE OF MANGO WOOD WITH ALUMINIUM

PO NO: 95193419
SKU NO: 810725758, 810727274
QTY: 275
GR.WT: 654.500 KGS
SB.NO: 1505035 DT. 07/06/2024

MORADABAD, UTTAR PRADESH 244001, INDIA*BEAU4922244 (PART) SEAL# HLG9031850 40H DRY**

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

275 CARTONS 4.639 CBM 654.50 KGS

TOTAL : TWO HUNDRED SEVENTY-FIVE (275) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "NAVIOS CONSTELLATION" VOY NO. 4125 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT June 24, 2024. CARGO RECEIVED ON June 14, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**June 20, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V4

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400601**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.

DS306-24Dated: **June 05, 2024**Date of Receipt of Cargo
June 14, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95193419
SKU NO: 810725758, 810727274
CARTON 1 - 275
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER ARTICLE OF ALUMINIUM, OTHER ARTICLE OF MANGO WOOD WITH ALUMINIUM

PO NO: 95193419
SKU NO: 810725758, 810727274
QTY: 275
GR.WT: 654.500 KGS
SB.NO: 1505035 DT. 07/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

BEAU4922244 (PART) SEAL# HLG9031850 40H DRY

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

275 CARTONS 4.639 CBM 654.50 KGS

TOTAL : TWO HUNDRED SEVENTY-FIVE (275) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "NAVIOS CONSTELLATION" VOY NO. 4125 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT June 24, 2024. CARGO RECEIVED ON June 14, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable**Copy****NHAVA SHEVA****June 20, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V4

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
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- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

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- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
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- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400099**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS339-24Dated: **June 11, 2024**Date of Receipt of Cargo
June 11, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

PLEASE REFER TO ATTACHED
SHEET (S) .

NOTIFY PARTY: GEODIS

5101 S. BROAD STREET
 PHILADELPHIA, PA 19112-1404, U.S.A.
 ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.

1300 SOUTH MINT STREET SUITE 200
 CHARLOTTE NC 28203 USA
 TEL: 704-593-6329
 EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

966 CARTONS

25.812 CBM

3,547.80 KGS

TOTAL : NINE HUNDRED SIXTY-SIX (966) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM LAMARTINE" VOY NO. 0VBHJW1MA DISCHARGED AT HOUSTON, TX
 SAILING ON / ABOUT June 22, 2024. CARGO RECEIVED ON June 11, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
 Trading Conditions printed reverse side. Forwarding instructions can only
 be cancelled or altered if the original of this document is surrendered to the
 Company and then only provided the Company is still in a position to
 comply with such cancellation or alteration. Instructions authorizing
 disposal by a third party can only be cancelled or altered if the original of
 this document is surrendered to the Company, and then only provided the
 Company have not yet received instructions under the original authority.
 The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

June 22, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited



Authorized Signatory

As Agent

(Authorized Signature)

V2

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400099**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS339-24Dated: **June 11, 2024**Date of Receipt of Cargo
June 11, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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PLEASE REFER TO ATTACHED
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PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

966 CARTONS 25.812 CBM 3,547.80 KGS

TOTAL : NINE HUNDRED SIXTY-SIX (966) CARTONS ONLY

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SHIPMENT PER S.S. "CMA CGM LAMARTINE" VOY NO. 0VBHJW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT June 22, 2024. CARGO RECEIVED ON June 11, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

June 22, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

V2

Attachment Page 1/1

FCR No. CNS-MUN-2400099

Shipping Mark

BIG LOTS STORES
PO NO: 95252805
SKU NO: 810729267,
810729278, 810729279,
810729285.
CARTON 1 - 966
MADE IN INDIA

Description of Goods

OTHER ARTICLE/HANDICRAFTS OF ALUMINIUM CRISTMAS ORNAMENT
MADE OF IRON
WITH ROPE
PO NO: 95252805
SKU NO: 810729267, 810729278, 810729279, 810729285.
QTY: 4440
GR.WT: 3547.8 KGS
SB.NO: 1583489 DT. 11/06/2024

*MORADABAD, UTTAR PRADESH 244001, INDIA

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

TCKU6817658 (PART) SEAL# R6170405 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

V2

Attachment Page 1/1

FCR No. CNS-MUN-2400099

Shipping Mark

BIG LOTS STORES
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SHIP TO CODE & LOCATION : 00879-DURANT, OK

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
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- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
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- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400100**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS340-24Dated: **June 11, 2024**Date of Receipt of Cargo
June 11, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95299497
SKU NO: 810732985
CARTON 1 - 465
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRITMAS ORNAMENT MADE OF IRON
PO NO: 95299497
SKU NO: 810732985
QTY: 1860
GR.WT: 3534.000 KGS
SB.NO: 1583505 DT. 11/06/2024

*MORADABAD, UTTAR PRADESH 244001, INDIA

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TCKU6817658 (PART) SEAL# R6170405

40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

465 CARTONS	35.656 CBM	3,534.00 KGS
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TOTAL : FOUR HUNDRED SIXTY-FIVE (465) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM LAMARTINE" VOY NO. 0VBHJW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT June 22, 2024. CARGO RECEIVED ON June 11, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

June 22, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited



Authorized Signatory

As Agent

(Authorized Signature)

V2

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400100**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS340-24

Dated: **June 11, 2024**

Date of Receipt of Cargo
June 11, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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1300 SOUTH MINT STREET SUITE 200
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TEL: 704-593-6329
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SAID TO CONTAIN
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TOTAL : FOUR HUNDRED SIXTY-FIVE (465) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM LAMARTINE" VOY NO. 0VBHJW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT June 22, 2024. CARGO RECEIVED ON June 11, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

June 22, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
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- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
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 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400706**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS346-24Dated: **June 11, 2024**Date of Receipt of Cargo
June 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95193422
SKU NO: 810725852
CARTON 1 - 252
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

LANTERN MADE OF GLASS, ST STEEL & MANGO WOOD
PO NO: 95193422
SKU NO: 810725852
QTY: 252
GR.WT: 2349.900 KGS
SB.NO: 1613149 DT. 12/06/2024

MORADABAD, UTTAR PRADESH 244001, INDIA*TEMU7413001 (PART) SEAL# IN1629539 40H DRY**

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

252 CARTONS	28.068 CBM	2,349.90 KGS
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TOTAL : TWO HUNDRED FIFTY-TWO (252) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "ONE MAXIM" VOY NO. 070E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 18, 2024. CARGO RECEIVED ON June 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**July 11, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V2

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400706**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.

DS346-24Dated: **June 11, 2024**Date of Receipt of Cargo
June 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95193422
SKU NO: 810725852
CARTON 1 - 252
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

LANTERN MADE OF GLASS, ST STEEL & MANGO WOOD
PO NO: 95193422
SKU NO: 810725852
QTY: 252
GR.WT: 2349.900 KGS
SB.NO: 1613149 DT. 12/06/2024

MORADABAD, UTTAR PRADESH 244001, INDIA*TEMU7413001 (PART) SEAL# IN1629539 40H DRY**

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

252 CARTONS	28.068 CBM	2,349.90 KGS
--------------------	-------------------	---------------------

TOTAL : TWO HUNDRED FIFTY-TWO (252) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "ONE MAXIM" VOY NO. 070E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 18, 2024. CARGO RECEIVED ON June 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable**Copy****NHAVA SHEVA****July 11, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400651**

Maker/Supplier :	DEWAN & SONS LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee :	AVDC, LLC 18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From :	NHAVA SHEVA To : APPLE VALLEY, CA

Maker/Supplier's INVOICE No.
DS366-24Dated: **June 15, 2024**Date of Receipt of Cargo
June 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95252802
SKU NO: 810729285
CARTON 1 - 319
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER ARTICLE/ HANDICRAFTS OF ALUMINIUM
PO NO: 95252802
SKU NO: 810729285
QTY: 1914
GR.WT: 861.3 KGS
SB.NO: 1721433 DT. 17/06/2024

*MORADABAD, UTTAR PRADESH 244001, INDIA

HLBU3320194 (PART) SEAL# HLG6275091 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

319 CARTONS 5.389 CBM 861.30 KGS

TOTAL : THREE HUNDRED NINETEEN (319) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EXPRESS ATHENS" VOY NO. 4126 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT July 1, 2024. CARGO RECEIVED ON June 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

June 28, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited



Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400651**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA

Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS366-24

Dated: **June 15, 2024**

Date of Receipt of Cargo
June 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95252802
SKU NO: 810729285
CARTON 1 - 319
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER ARTICLE/ HANDICRAFTS OF ALUMINIUM
PO NO: 95252802
SKU NO: 810729285
QTY: 1914
GR.WT: 861.3 KGS
SB.NO: 1721433 DT. 17/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

HLBU3320194 (PART) SEAL# HLG6275091 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

319 CARTONS 5.389 CBM 861.30 KGS

TOTAL : THREE HUNDRED NINETEEN (319) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EXPRESS ATHENS" VOY NO. 4126 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT July 1, 2024. CARGO RECEIVED ON June 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

June 28, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400107**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS384-24Dated: **June 19, 2024**Date of Receipt of Cargo
June 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95268213
SKU NO: 810625001, 810732386
CARTON 1 - 550
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CRISTMAS ORNAMENT MADE OF IRON
PO NO: 95268213
SKU NO: 810625001, 810732386
QTY: 2200
GR.WT: 4180.000 KGS
SB.NO: 1781092 DT. 19/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CMAU4648594 (PART) SEAL# R6170582

40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

550 CARTONS	42.174 CBM	4,180.00 KGS
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TOTAL : FIVE HUNDRED FIFTY (550) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "OOCL BREMERHAVEN" VOY NO. 0VBHNW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 6, 2024. CARGO RECEIVED ON June 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA**July 5, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V2

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400107**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS384-24

Dated: **June 19, 2024**

Date of Receipt of Cargo
June 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95268213
SKU NO: 810625001, 810732386
CARTON 1 - 550
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CRISTMAS ORNAMENT MADE OF IRON
PO NO: 95268213
SKU NO: 810625001, 810732386
QTY: 2200
GR.WT: 4180.000 KGS
SB.NO: 1781092 DT. 19/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CMAU4648594 (PART) SEAL# R6170582

40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

550 CARTONS 42.174 CBM 4,180.00 KGS

TOTAL : FIVE HUNDRED FIFTY (550) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "OOCL BREMERHAVEN" VOY NO. 0VBHNW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 6, 2024. CARGO RECEIVED ON June 19, 2024.

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Non-Negotiable

Copy

MUNDRA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
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- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

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- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
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 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
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 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400108**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS385-24

Dated: **June 19, 2024**

Date of Receipt of Cargo
June 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95259318
SKU NO: 810641933, 810641963
CARTON 1 - 624
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: ED RAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

OTHER ARTICLE/HANDICRAFTS OF ALUMINIUM
PO NO: 95259318
SKU NO: 810641933, 810641963
QTY: 2496
GR.WT: 2901.6 KGS
SB.NO: 1781090 DT. 19/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CMAU4648594 (PART) SEAL# R6170582

40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

624 CARTONS 23.908 CBM 2,901.60 KGS

TOTAL : SIX HUNDRED TWENTY-FOUR (624) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "OOCL BREMERHAVEN" VOY NO. 0VBHNW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 6, 2024. CARGO RECEIVED ON June 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V6

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400108**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS385-24

Dated: **June 19, 2024**

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THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V6

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
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- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
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- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400681**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS397-24

Dated: **June 21, 2024**

Date of Receipt of Cargo
June 26, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95259318
SKU NO: 810641927, 810641961
CARTON 1 - 943
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER ARTICLE/HANDICRAFTS OF ALUMINIUM
PO NO: 95259318
SKU NO: 810641927, 810641961
QTY: 4560
GR.WT: 2408.850 KGS
SB.NO: 1864209 DT. 22/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

FDCU0351920 (PART) SEAL# IN1406215 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

943 CARTONS 14.210 CBM 2,408.85 KGS

TOTAL : NINE HUNDRED FORTY-THREE (943) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE MAXIM" VOY NO. 070E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 10, 2024. CARGO RECEIVED ON June 26, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400681**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS397-24

Dated: **June 21, 2024**

Date of Receipt of Cargo
June 26, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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NOTIFY PARTY: GEODIS
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PO NO: 95259318
SKU NO: 810641927, 810641961
QTY: 4560
GR.WT: 2408.850 KGS
SB.NO: 1864209 DT. 22/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

FDCU0351920 (PART) SEAL# IN1406215 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

943 CARTONS 14.210 CBM 2,408.85 KGS

TOTAL : NINE HUNDRED FORTY-THREE (943) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE MAXIM" VOY NO. 070E DISCHARGED AT HOUSTON, TX
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THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
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- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
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- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400680**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS398-24

Dated: **June 21, 2024**

Date of Receipt of Cargo
June 27, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95252804
SKU NO: 810729267, 810729278
CARTON 1 - 859
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER ARTICLE/HANDICRAFTS OF ALUMINIUM CRISTMAS ORNAMENT
MADE OF IRON WITH ROPE

PO NO: 95252804
SKU NO: 810729267, 810729278
QTY: 3436
GR.WT: 3239.700 KGS
SB.NO: 1865452 DT. 22/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

FANU3144081 (PART) SEAL# FANU3144081 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

859 CARTONS 22.434 CBM 3,239.70 KGS

TOTAL : EIGHT HUNDRED FIFTY-NINE (859) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL LE HAVRE" VOY NO. 4128 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT July 17, 2024. CARGO RECEIVED ON June 27, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400680**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS398-24

Dated: **June 21, 2024**

Date of Receipt of Cargo
June 27, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95252804
SKU NO: 810729267, 810729278
CARTON 1 - 859
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER ARTICLE/HANDICRAFTS OF ALUMINIUM CRISTMAS ORNAMENT
MADE OF IRON WITH ROPE

PO NO: 95252804
SKU NO: 810729267, 810729278
QTY: 3436
GR.WT: 3239.700 KGS
SB.NO: 1865452 DT. 22/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

FANU3144081 (PART) SEAL# FANU3144081 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

859 CARTONS 22.434 CBM 3,239.70 KGS

TOTAL : EIGHT HUNDRED FIFTY-NINE (859) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL LE HAVRE" VOY NO. 4128 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT July 17, 2024. CARGO RECEIVED ON June 27, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400115**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **MUNDRA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS401-24


Dated: **June 22, 2024**

Date of Receipt of Cargo
July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES		NOTIFY PARTY: GEODIS		
PO NO: 95299495		5101 S. BROAD STREET		
SKU NO: 810732985		PHILADELPHIA, PA 19112-1404, U.S.A.		
CARTON 1 - 761		ATTN: ALENA LAMINA		
MADE IN INDIA		ALSO NOTIFY: EDRAI 2020 LLC.		
		1300 SOUTH MINT STREET SUITE 200		
		CHARLOTTE NC 28203 USA		
		TEL: 704-593-6329		
		EMAIL: DATAQUALITY@EDRAYCPL.COM		
		CY-CY		
		CRISTMAS ORNAMENT MADE OF IRON, OTHER ARTICLE/ HANDICRAFTS		
		OF ALUMINIUM		
		PO NO: 95299495		
		SKU NO: 810732985		
		QTY: 3044		
		GR.WT: 5783.6 KGS		
		SB.NO: 1879947 DT. 22/06/2024		
		*MORADABAD, UTTAR PRADESH 244001, INDIA		
		SHIPPER'S LOAD, COUNT AND SEAL		
		SAID TO CONTAIN		
		HLBU2104605	SEAL# HLG5944028	40H DRY
		SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL		
		SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING		
		MATERIAL		
		761 CARTONS	58.353 CBM	5,783.60 KGS
		=====		
		TOTAL : SEVEN HUNDRED SIXTY-ONE (761) CARTONS ONLY		

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL LE HAVRE" VOY NO. 003W DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT July 19, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE	MUNDRA	July 10, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory	As Agent V2
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature)	

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400115**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **MUNDRA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.

DS401-24Dated: **June 22, 2024**Date of Receipt of Cargo
July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95299495 SKU NO: 810732985 CARTON 1 - 761 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA		
		ALSO NOTIFY: EDRAI 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM		
		CY-CY		
		CRISTMAS ORNAMENT MADE OF IRON, OTHER ARTICLE/ HANDICRAFTS OF ALUMINIUM PO NO: 95299495 SKU NO: 810732985 QTY: 3044 GR.WT: 5783.6 KGS SB.NO: 1879947 DT. 22/06/2024		
		*MORADABAD, UTTAR PRADESH 244001, INDIA		
		SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN HLBU2104605	SEAL# HLG5944028	40H DRY
		SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL		
		761 CARTONS	58.353 CBM	5,783.60 KGS
=====				
		TOTAL : SEVEN HUNDRED SIXTY-ONE (761) CARTONS ONLY		

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL LE HAVRE" VOY NO. 003W DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT July 19, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA**July 10, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400109**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From : **MUNDRA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS402-24

Dated: **June 22, 2024**

Date of Receipt of Cargo
June 25, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95299498
SKU NO: 810732985
CARTON 1 - 750
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CRISTMAS ORNAMENT MADE OF IRON
PO NO: 95299498
SKU NO: 810732985
QTY: 3000
GR.WT: 5700.000 KGS
SB.NO: 1879944 DT. 22/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
FCIU7345703

SEAL# HLG5944187

40H DRY

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

750 CARTONS

57.510 CBM

5,700.00 KGS

=====
TOTAL : SEVEN HUNDRED FIFTY (750) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT July 16, 2024. CARGO RECEIVED ON June 25, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400109**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From : **MUNDRA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.

DS402-24Dated: **June 22, 2024**Date of Receipt of Cargo
June 25, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95299498
SKU NO: 810732985
CARTON 1 - 750
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CRISTMAS ORNAMENT MADE OF IRON
PO NO: 95299498
SKU NO: 810732985
QTY: 3000
GR.WT: 5700.000 KGS
SB.NO: 1879944 DT. 22/06/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
FCIU7345703

SEAL# HLG5944187**40H DRY**

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

750 CARTONS**57.510 CBM****5,700.00 KGS****TOTAL : SEVEN HUNDRED FIFTY (750) CARTONS ONLY****"FREIGHT COLLECT"**

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT July 16, 2024. CARGO RECEIVED ON June 25, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable**Copy****MUNDRA****July 5, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
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- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400110**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **MUNDRA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS403-24

Dated: **June 22, 2024**

Date of Receipt of Cargo
July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95299496
SKU NO: 810732985
CARTON 1 - 644
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHIRTMAS ORNAMENT MADE OF IRON
PO NO: 95299496
SKU NO: 810732985
QTY: 2576
GR.WT: 4894.4 KGS

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

SEGU5463521 (PART) SEAL# HLG5944211 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

644 CARTONS 49.382 CBM 4,894.40 KGS

TOTAL : SIX HUNDRED FORTY-FOUR (644) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT July 16, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400110**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **MUNDRA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.

DS403-24Dated: **June 22, 2024**Date of Receipt of Cargo
July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95299496
SKU NO: 810732985
CARTON 1 - 644
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
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ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHIRTMAS ORNAMENT MADE OF IRON
PO NO: 95299496
SKU NO: 810732985
QTY: 2576
GR.WT: 4894.4 KGS

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

SEGU5463521 (PART) SEAL# HLG5944211 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

644 CARTONS 49.382 CBM 4,894.40 KGS

TOTAL : SIX HUNDRED FORTY-FOUR (644) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT July 16, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable**Copy****MUNDRA****July 5, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

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- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
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- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
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- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

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- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400111**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **MUNDRA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS404-24Dated: **June 22, 2024**Date of Receipt of Cargo
July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95252804
SKU NO: 810729279, 810729285
CARTON 1 - 604
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

OTHER ARTICLE/HANDICRAFTS OF ALUMINIUM CRISTMAS ORNAMENT
MADE OF IRON
WITH ROPE
PO NO: 95252804
SKU NO: 810729279, 810729285
QTY: 3284
GR.WT: 2191.800 KGS

*MORADABAD, UTTAR PRADESH 244001, INDIA

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
SEGU5463521 (PART) SEAL# HLG5944211

40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

604 CARTONS 18.376 CBM 2,191.80 KGS

TOTAL : SIX HUNDRED FOUR (604) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT July 16, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

July 5, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited



Authorised Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400111**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **MUNDRA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.

DS404-24Dated: **June 22, 2024**Date of Receipt of Cargo
July 04, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95252804
SKU NO: 810729279, 810729285
CARTON 1 - 604
MADE IN INDIA

NOTIFY PARTY: GEODIS
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PHILADELPHIA, PA 19112-1404, U.S.A.
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ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
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OTHER ARTICLE/HANDICRAFTS OF ALUMINIUM CRISTMAS ORNAMENT
MADE OF IRON

WITH ROPE
PO NO: 95252804
SKU NO: 810729279, 810729285
QTY: 3284
GR.WT: 2191.800 KGS

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

SEGU5463521 (PART) SEAL# HLG5944211 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

604 CARTONS 18.376 CBM 2,191.80 KGS

TOTAL : SIX HUNDRED FOUR (604) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEN0" VOY NO. 4127W DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT July 16, 2024. CARGO RECEIVED ON July 4, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable**Copy****MUNDRA****July 5, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
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- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400783**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS450-24

Dated: **July 03, 2024**

Date of Receipt of Cargo
July 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95301010
SKU NO: 810603809, 810603846,
810603856, 810607072
CARTON 1 - 750
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER HANDICRAFTS OF ALUMINIUM WITH IRON TABLE KITCHEN OR
OTHER HOUSEHOLD ARTICLE OF MANGO WOOD

PO NO: 95301010
SKU NO: 810603809, 810603846, 810603856, 810607072
QTY: 2400
GR.WT: 1446.000 KGS
SB.NO: 2156756 DT. 03/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

UETU5610836 (PART) SEAL# OOLJSC2217 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

750 CARTONS 10.529 CBM 1,446.00 KGS

TOTAL : SEVEN HUNDRED FIFTY (750) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL SOUTHAMPTON" VOY NO. 418W DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON July 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 2, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400783**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA
Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS450-24

Dated: **July 03, 2024**

Date of Receipt of Cargo
July 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95301010
SKU NO: 810603809, 810603846,
810603856, 810607072
CARTON 1 - 750
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OTHER HANDICRAFTS OF ALUMINIUM WITH IRON TABLE KITCHEN OR
OTHER HOUSEHOLD ARTICLE OF MANGO WOOD

PO NO: 95301010
SKU NO: 810603809, 810603846, 810603856, 810607072
QTY: 2400
GR.WT: 1446.000 KGS
SB.NO: 2156756 DT. 03/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

UETU5610836 (PART) SEAL# OOLJSC2217 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

750 CARTONS 10.529 CBM 1,446.00 KGS

TOTAL : SEVEN HUNDRED FIFTY (750) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL SOUTHAMPTON" VOY NO. 418W DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON July 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 2, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400749**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*

Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS451-24Dated: **July 03, 2024**Date of Receipt of Cargo
July 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95301011
SKU NO: 810603809, 810603846,
810603856, 810607072
CARTON 1 - 750
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: ED RAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANOGO WOOD,
OTHER ARTICLE OF ALUMINIUM WITH IRON
PO NO: 95301011
SKU NO: 810603809, 810603846, 810603856, 810607072
QTY: 2400
GR.WT: 1446.000 KGS
SB.NO: 2156746 DT. 03/07/2024

MORADABAD, UTTAR PRADESH 244001, INDIA*TCNU5956632 (PART) SEAL# R6148636 40H DRY**

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

750 CARTONS 10.529 CBM 1,446.00 KGS

TOTAL : SEVEN HUNDRED FIFTY (750) CARTONS ONLY**"FREIGHT COLLECT"**

SHIPMENT PER S.S. "SEASPAR GANGES" VOY NO. 01NHWW1MA DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 1, 2024. CARGO RECEIVED ON July 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
 Trading Conditions printed reverse side. Forwarding instructions can only
 be cancelled or altered if the original of this document is surrendered to the
 Company and then only provided the Company is still in a position to
 comply with such cancellation or alteration. Instructions authorizing
 disposal by a third party can only be cancelled or altered if the original of
 this document is surrendered to the Company, and then only provided the
 Company have not yet received instructions under the original authority.
 The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA**July 22, 2024**

(Place and date of issue.)

YUSEN LOGISTICS**For Yusen Logistics (India) Private Limited**


Authorized Signatory

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400749**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS451-24

Dated: **July 03, 2024**

Date of Receipt of Cargo
July 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95301011 SKU NO: 810603809, 810603846, 810603856, 810607072 CARTON 1 - 750 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANOGO WOOD, OTHER ARTICLE OF ALUMINIUM WITH IRON PO NO: 95301011 SKU NO: 810603809, 810603846, 810603856, 810607072 QTY: 2400 GR.WT: 1446.000 KGS SB.NO: 2156746 DT. 03/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA TCNU5956632 (PART) SEAL# R6148636 40H DRY SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
	750 CARTONS		10.529 CBM	1,446.00 KGS
TOTAL : SEVEN HUNDRED FIFTY (750) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SEASpan GANGES" VOY NO. 01NHWW1MA DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 1, 2024. CARGO RECEIVED ON July 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

July 22, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400707**

Maker/Supplier :	DEWAN & SONS LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*	Maker/Supplier's INVOICE No. DS477-24
Buyer/Consignee :	DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA	Dated: July 04, 2024
Shipment From :	NHAVA SHEVA To : DURANT, OK	Date of Receipt of Cargo July 10, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95399575
SKU NO: 810745643
CARTON 1 - 253
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRISTMAS ORNAMENT MADE OF IRON
PO NO: 95399575
SKU NO: 810745643
QTY: 1012
GR.WT: 1922.800 KGS
SB.NO: 2178452 DT. 04/07/2024


***MORADABAD, UTTAR PRADESH 244001, INDIA**

TEMU7413001 (PART) SEAL# IN1629539 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

253 CARTONS 19.885 CBM 1,922.80 KGS
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "ONE MAXIM" VOY NO. 070E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 18, 2024. CARGO RECEIVED ON July 10, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA July 11, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory As Agent
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature) V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400707**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS477-24

Dated: **July 04, 2024**

Date of Receipt of Cargo
July 10, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95399575 SKU NO: 810745643 CARTON 1 - 253 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY CHRISTMAS ORNAMENT MADE OF IRON PO NO: 95399575 SKU NO: 810745643 QTY: 1012 GR.WT: 1922.800 KGS SB.NO: 2178452 DT. 04/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA TEMU7413001 (PART) SEAL# IN1629539 40H DRY SHIP TO CODE & LOCATION : 00879-DURANT, OK SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
253 CARTONS 19.885 CBM 1,922.80 KGS				
TOTAL : TWO HUNDRED FIFTY-THREE (253) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE MAXIM" VOY NO. 070E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 18, 2024. CARGO RECEIVED ON July 10, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

July 11, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
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- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400844**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS485-24

Dated: **July 05, 2024**

Date of Receipt of Cargo
July 13, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320748
SKU NO:
810747542,810747573,810748059
CARTON 1 - 426
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM
CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON
PO NO: 95320748
SKU NO: 810747542,810747573,810748059
QTY: 1074
SB.NO: 2320980 DT.10/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

FCIU8634296 (PART) SEAL# R6183665 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

426 CARTONS 13.280 CBM 1,367.25 KGS

TOTAL : FOUR HUNDRED TWENTY-SIX (426) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM LA SCALA" VOY NO. 0INHVV1MA DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT September 15, 2024. CARGO RECEIVED ON July 13, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature)

V4

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400844**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS485-24

Dated: **July 05, 2024**

Date of Receipt of Cargo
July 13, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95320748 SKU NO: 810747542,810747573,810748059 CARTON 1 - 426 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON PO NO: 95320748 SKU NO: 810747542,810747573,810748059 QTY: 1074 SB.NO: 2320980 DT.10/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA FCIU8634296 (PART) SEAL# R6183665 40H DRY SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
426 CARTONS 13.280 CBM 1,367.25 KGS				
TOTAL : FOUR HUNDRED TWENTY-SIX (426) CARTONS ONLY				

"FREIGHT COLLECT"

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THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V4

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
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- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
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4. DANGEROUS GOODS

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- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
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- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400753**

Maker/Supplier :	DEWAN & SONS LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*	Maker/Supplier's INVOICE No. DS486-24
Buyer/Consignee :	DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA	Dated: July 05, 2024
Shipment From :	NHAVA SHEVA To : DURANT, OK	Date of Receipt of Cargo July 13, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320751
SKU NO: 810747542, 810747573, 810748059
CARTON 1 - 323
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON
PO NO: 95320751
SKU NO: 810747542, 810747573, 810748059
QTY: 762
GR.WT: 1106.000 KGS
SB.NO: 2318156 DT. 10/07/2024


***MORADABAD, UTTAR PRADESH 244001, INDIA**

NYKU5238310 (PART) SEAL# IN1482866 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

323 CARTONS 11.706 CBM 1,106.00 KGS
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "EVER SAFETY" VOY NO. 114E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 10, 2024. CARGO RECEIVED ON July 13, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA July 26, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory As Agent
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature) V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400753**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS486-24

Dated: **July 05, 2024**

Date of Receipt of Cargo
July 13, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95320751 SKU NO: 810747542, 810747573, 810748059 CARTON 1 - 323 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON PO NO: 95320751 SKU NO: 810747542, 810747573, 810748059 QTY: 762 GR.WT: 1106.000 KGS SB.NO: 2318156 DT. 10/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA NYKU5238310 (PART) SEAL# IN1482866 40H DRY SHIP TO CODE & LOCATION : 00879-DURANT, OK SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
	323 CARTONS		11.706 CBM	1,106.00 KGS
TOTAL : THREE HUNDRED TWENTY-THREE (323) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EVER SAFETY" VOY NO. 114E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 10, 2024. CARGO RECEIVED ON July 13, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

July 26, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400763**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS487-24

Dated: **July 05, 2024**

Date of Receipt of Cargo
July 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95399836
SKU NO: 810745369
CARTON 1 - 277
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRITMAS ORNAMENT MADE OF MARBLE, ALUMINIUM AND IRON
PO NO: 95399836
SKU NO: 810745369
QTY: 277
GR.WT: 1073.375 KGS
SB.NO: 2318020 DT. 10/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

NYKU5238310 (PART) SEAL# IN1482866 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

277 CARTONS 6.611 CBM 1,073.58 KGS

TOTAL : TWO HUNDRED SEVENTY-SEVEN (277) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EVER SAFETY" VOY NO. 114E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 10, 2024. CARGO RECEIVED ON July 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

July 29, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) V1

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400763**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS487-24

Dated: **July 05, 2024**

Date of Receipt of Cargo
July 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95399836
SKU NO: 810745369
CARTON 1 - 277
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRITMAS ORNAMENT MADE OF MARBLE, ALUMINIUM AND IRON
PO NO: 95399836
SKU NO: 810745369
QTY: 277
GR.WT: 1073.375 KGS
SB.NO: 2318020 DT. 10/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

NYKU5238310 (PART) SEAL# IN1482866 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

277 CARTONS 6.611 CBM 1,073.58 KGS

TOTAL : TWO HUNDRED SEVENTY-SEVEN (277) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EVER SAFETY" VOY NO. 114E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 10, 2024. CARGO RECEIVED ON July 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

July 29, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400845**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA
Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS517-24

Dated: **July 11, 2024**

Date of Receipt of Cargo
July 24, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320749
SKU NO: 810747542, 810747573,
810748059
CARTON 1 - 387
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON
PO NO: 95320749
SKU NO: 810747542, 810747573, 810748059
QTY: 886
GR.WT: 1360.900
SB.NO: 2568461 DT. 20/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

BEAU4016208 (PART) SEAL# R6222128 40H DRY

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

387 CARTONS 14.997 CBM 1,360.90 KGS

TOTAL : THREE HUNDRED EIGHTY-SEVEN (387) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM PELLEAS" VOY NO. 0INHPW1MA DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT August 25, 2024. CARGO RECEIVED ON July 24, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400845**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA
Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS517-24
Dated: **July 11, 2024**
Date of Receipt of Cargo
July 24, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95320749 SKU NO: 810747542, 810747573, 810748059 CARTON 1 - 387 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON PO NO: 95320749 SKU NO: 810747542, 810747573, 810748059 QTY: 886 GR.WT: 1360.900 SB.NO: 2568461 DT. 20/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA BEAU4016208 (PART) SEAL# R6222128 40H DRY SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
	387 CARTONS		14.997 CBM	1,360.90 KGS
TOTAL : THREE HUNDRED EIGHTY-SEVEN (387) CARTONS ONLY				

"FREIGHT COLLECT"
SHIPMENT PER S.S. "CMA CGM PELLEAS" VOY NO. 0INHPW1MA DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT August 25, 2024. CARGO RECEIVED ON July 24, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA August 20, 2024 (Place and date of issue.) YUSEN LOGISTICS As Agent V3
Non-Negotiable Copy	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400784**

Maker/Supplier :	DEWAN & SONS LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*	Maker/Supplier's INVOICE No. DS518-24
Buyer/Consignee :	CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD, TREMONT, PA 17981, USA	Dated: July 11, 2024
Shipment From :	NHAVA SHEVA To : TREMONT, PA	Date of Receipt of Cargo July 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320750
SKU NO: 810747542,
810747573, 810748059
CARTON 1 - 494
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON
PO NO: 95320750
SKU NO: 810747542, 810747573, 810748059
QTY: 1192
GR.WT: 1656.300 KGS
SB.NO: 2483725 DT. 17/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

BEAU4459823 (PART) SEAL# HLG6279096 40H DRY


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

494 CARTONS 15.261 CBM 1,656.30 KGS

TOTAL : FOUR HUNDRED NINETY-FOUR (494) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON July 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA August 2, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory As Agent
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature) V4

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400784**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA
Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS518-24

Dated: **July 11, 2024**

Date of Receipt of Cargo
July 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95320750 SKU NO: 810747542, 810747573, 810748059 CARTON 1 - 494 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON PO NO: 95320750 SKU NO: 810747542, 810747573, 810748059 QTY: 1192 GR.WT: 1656.300 KGS SB.NO: 2483725 DT. 17/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA BEAU4459823 (PART) SEAL# HLG6279096 40H DRY SHIP TO CODE & LOCATION : 00874-TREMONT, PA SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
	494 CARTONS		15.261 CBM	1,656.30 KGS
TOTAL : FOUR HUNDRED NINETY-FOUR (494) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON July 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 2, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V4

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400805**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS519-24

Dated: **July 11, 2024**

Date of Receipt of Cargo
July 20, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95320752
SKU NO: 810747542,
810747573, 810748059
CARTON 1 - 397
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON
PO NO: 95320752
SKU NO: 810747542, 810747573, 810748059
QTY: 906
GR.WT: 1399.900 KGS
SB.NO: 2515816 DT. 18/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

OOCU6447743 (PART) SEAL# OOLJSC2212 40H DRY

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

397 CARTONS 15.410 CBM 1,399.90 KGS

TOTAL : THREE HUNDRED NINETY-SEVEN (397) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL SOUTHAMPTON" VOY NO. 418W DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON July 20, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) **V3**

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400805**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS519-24
Dated: **July 11, 2024**
Date of Receipt of Cargo
July 20, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95320752 SKU NO: 810747542, 810747573, 810748059 CARTON 1 - 397 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD, IRON PO NO: 95320752 SKU NO: 810747542, 810747573, 810748059 QTY: 906 GR.WT: 1399.900 KGS SB.NO: 2515816 DT. 18/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA OOCU6447743 (PART) SEAL# OOLJSC2212 40H DRY SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
	397 CARTONS		15.410 CBM	1,399.90 KGS
TOTAL : THREE HUNDRED NINETY-SEVEN (397) CARTONS ONLY				

"FREIGHT COLLECT"
SHIPMENT PER S.S. "APL SOUTHAMPTON" VOY NO. 418W DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON July 20, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA August 9, 2024 (Place and date of issue.) YUSEN LOGISTICS As Agent V3
Non-Negotiable Copy	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400806**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS528-24

Dated: **July 11, 2024**

Date of Receipt of Cargo
July 22, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95399837
SKU NO: 810745369
CARTON 1 - 362
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRISTMAS ORNAMENT MADE OF MARBLE, ALUMINIUM AND IRON
PO NO: 95399837
SKU NO: 810745369
QTY: 362
GR.WT: 1402.750 KGS
SB.NO: 2378594 DT. 12/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

HLBU1066434 (PART) SEAL# HLG6335897 40H DRY

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

362 CARTONS 9.033 CBM 1,402.75 KGS

TOTAL : THREE HUNDRED SIXTY-TWO (362) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 19, 2024. CARGO RECEIVED ON July 22, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) **V3**

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400806**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS528-24
Dated: **July 11, 2024**
Date of Receipt of Cargo
July 22, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95399837 SKU NO: 810745369 CARTON 1 - 362 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY CHRISTMAS ORNAMENT MADE OF MARBLE, ALUMINIUM AND IRON PO NO: 95399837 SKU NO: 810745369 QTY: 362 GR.WT: 1402.750 KGS SB.NO: 2378594 DT. 12/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA HLBU1066434 (PART) SEAL# HLG6335897 40H DRY SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
362 CARTONS		9.033 CBM	1,402.75 KGS	
=====				
TOTAL : THREE HUNDRED SIXTY-TWO (362) CARTONS ONLY				

"FREIGHT COLLECT"
SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 19, 2024. CARGO RECEIVED ON July 22, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA August 9, 2024 (Place and date of issue.) YUSEN LOGISTICS As Agent V3
Non-Negotiable Copy	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400846**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS529-24

Dated: **July 11, 2024**

Date of Receipt of Cargo
August 14, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95415354
SKU NO: 810745653, 810745731
CARTON 1 - 520
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRISTMAS ORNAMENT MADE OF IRON WITH ROPE
PO NO: 95415354
SKU NO: 810745653, 810745731
QTY: 2080
GR.WT: 1768 KGS
SB.NO: 2378745 DT. 12/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

TCLU6755907 (PART) SEAL# INA249735 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

520 CARTONS 10.175 CBM 1,768.00 KGS

TOTAL : FIVE HUNDRED TWENTY (520) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE MAJESTY" VOY NO. 015E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 29, 2024. CARGO RECEIVED ON August 14, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400846**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS529-24

Dated: **July 11, 2024**

Date of Receipt of Cargo
August 14, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95415354
SKU NO: 810745653, 810745731
CARTON 1 - 520
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRISTMAS ORNAMENT MADE OF IRON WITH ROPE
PO NO: 95415354
SKU NO: 810745653, 810745731
QTY: 2080
GR.WT: 1768 KGS
SB.NO: 2378745 DT. 12/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

TCLU6755907 (PART) SEAL# INA249735 40H DRY

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

520 CARTONS 10.175 CBM 1,768.00 KGS

TOTAL : FIVE HUNDRED TWENTY (520) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE MAJESTY" VOY NO. 015E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 29, 2024. CARGO RECEIVED ON August 14, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
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- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
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- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400781**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS530-24

Dated: **July 12, 2024**

Date of Receipt of Cargo
July 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95415351
SKU NO: 810745568, 810745731
CARTON 1 - 537
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRITMAS ORNAMENT MADE OF IRON WITH JUTE, , OTHER
HANDICRAFTS OF ALIUMINIUM

PO NO: 95415351
SKU NO: 810745568, 810745731
QTY: 1323
GR.WT: 1865.200 KGS
SB.NO: 2388564 DT. 12/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

KOCU4375803 (PART) SEAL# 1333775 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

537 CARTONS 15.952 CBM 1,865.20 KGS

TOTAL : FIVE HUNDRED THIRTY-SEVEN (537) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CONTI CRYSTAL" VOY NO. 0137E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 11, 2024. CARGO RECEIVED ON July 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 1, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) **V1**

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400781**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS530-24

Dated: **July 12, 2024**

Date of Receipt of Cargo
July 19, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95415351
SKU NO: 810745568, 810745731
CARTON 1 - 537
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM
CFS-CY

CHRITMAS ORNAMENT MADE OF IRON WITH JUTE, , OTHER
HANDICRAFTS OF ALIUMINIUM
PO NO: 95415351
SKU NO: 810745568, 810745731
QTY: 1323
GR.WT: 1865.200 KGS
SB.NO: 2388564 DT. 12/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

KOCU4375803 (PART) SEAL# 1333775 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

537 CARTONS 15.952 CBM 1,865.20 KGS

TOTAL : FIVE HUNDRED THIRTY-SEVEN (537) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CONTI CRYSTAL" VOY NO. 0137E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 11, 2024. CARGO RECEIVED ON July 19, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 1, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400782**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS552-24

Dated: **July 16, 2024**

Date of Receipt of Cargo
July 25, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95348487
SKU NO: 810751705,
810751706, 810751763
CARTON 1 - 150
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD
PO NO: 95348487
SKU NO: 810751705, 810751706, 810751763
QTY: 150
GR.WT: 560.000 KGS
SB.NO: 2485881 DT. 17/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

HMMU6453426 (PART) SEAL# 1333798 40H DRY


SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

150 CARTONS 3.277 CBM 560.00 KGS

TOTAL : ONE HUNDRED FIFTY (150) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CONTI CRYSTAL" VOY NO. 0137E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 11, 2024. CARGO RECEIVED ON July 25, 2024.

THIS IS NOT A DOCUMENT OF TITLE		NHAVA SHEVA August 1, 2024	
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.		(Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory As Agent	
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)		(Authorized Signature) V1	

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400782**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **NHAVA SHEVA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS552-24

Dated: **July 16, 2024**

Date of Receipt of Cargo
July 25, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95348487
SKU NO: 810751705,
810751706, 810751763
CARTON 1 - 150
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD
PO NO: 95348487
SKU NO: 810751705, 810751706, 810751763
QTY: 150
GR.WT: 560.000 KGS
SB.NO: 2485881 DT. 17/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

HMMU6453426 (PART) SEAL# 1333798 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

150 CARTONS 3.277 CBM 560.00 KGS

TOTAL : ONE HUNDRED FIFTY (150) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CONTI CRYSTAL" VOY NO. 0137E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 11, 2024. CARGO RECEIVED ON July 25, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 1, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400807**

Maker/Supplier :	DEWAN & SONS LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*	Maker/Supplier's INVOICE No. DS553-24
Buyer/Consignee :	BIG LOTS STORES, LLC 500 PHILLIPI RD, COLUMBUS, OH 43228, USA	Dated: July 16, 2024
Shipment From :	NHAVA SHEVA To : COLUMBUS, OH	Date of Receipt of Cargo August 01, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95348491
SKU NO: 810751705,
810751706, 810751763
CARTON 1 - 78
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD
PO NO: 95348491
SKU NO: 810751705, 810751706, 810751763
QTY: 78
GR.WT: 291.200 KGS
SB.NO: 2747612 DT. 27/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

OOCU6447743 (PART) SEAL# OOLJSC2212 40H DRY


SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

78 CARTONS 1.650 CBM 291.20 KGS

TOTAL : SEVENTY-EIGHT (78) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL SOUTHAMPTON" VOY NO. 418W DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON August 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA August 9, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory As Agent
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature) V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400807**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
Shipment From : **NHAVA SHEVA** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
DS553-24
Dated: **July 16, 2024**
Date of Receipt of Cargo
August 01, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95348491 SKU NO: 810751705, 810751706, 810751763 CARTON 1 - 78 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CFS-CY TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD PO NO: 95348491 SKU NO: 810751705, 810751706, 810751763 QTY: 78 GR.WT: 291.200 KGS SB.NO: 2747612 DT. 27/07/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA OOCU6447743 (PART) SEAL# OOLJSC2212 40H DRY SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL		
	78 CARTONS		1.650 CBM	291.20 KGS
TOTAL : SEVENTY-EIGHT (78) CARTONS ONLY				

"FREIGHT COLLECT"
SHIPMENT PER S.S. "APL SOUTHAMPTON" VOY NO. 418W DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 18, 2024. CARGO RECEIVED ON August 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE	NHAVA SHEVA August 9, 2024 (Place and date of issue.) YUSEN LOGISTICS As Agent V3
Non-Negotiable Copy	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400808**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA
Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS634-24

Dated: **July 23, 2024**

Date of Receipt of Cargo
August 01, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95348488
SKU NO: 810751705, 810751706,
810751763
CARTON 1 - 141
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD
PO NO: 95348488
SKU NO: 810751705, 810751706, 810751763
QTY: 141
GR.WT: 526.400 KGS
SB.NO: 2743447 DT. 27/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

FFAU1143230 (PART) SEAL# HLG6291684 40H DRY


SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

141 CARTONS 2.984 CBM 526.40 KGS

TOTAL : ONE HUNDRED FORTY-ONE (141) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON August 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE		NHAVA SHEVA August 9, 2024	
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.		(Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory As Agent	
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)		(Authorized Signature) V2	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
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- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

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- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
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- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
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- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
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- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
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- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
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- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
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- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400809**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA
Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS635-24

Dated: **July 23, 2024**

Date of Receipt of Cargo
August 01, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95348489
SKU NO: 810751705,
810751706, 810751763
CARTON 1 - 177
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD
PO NO: 95348489
SKU NO: 810751705, 810751706, 810751763
QTY: 177
GR.WT: 660.8 KGS
SB.NO: 2743446 DT. 27/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

BEAU4459823 (PART) SEAL# HLG6279096 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

177 CARTONS 3.747 CBM 660.80 KGS

TOTAL : ONE HUNDRED SEVENTY-SEVEN (177) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON August 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) **V3**

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400809**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA
Shipment From : **NHAVA SHEVA** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
DS635-24

Dated: **July 23, 2024**

Date of Receipt of Cargo
August 01, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95348489
SKU NO: 810751705,
810751706, 810751763
CARTON 1 - 177
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TABLE KITCHEN OR OTHER HOUSEHOLD ARTICLE OF MANGO WOOD
PO NO: 95348489
SKU NO: 810751705, 810751706, 810751763
QTY: 177
GR.WT: 660.8 KGS
SB.NO: 2743446 DT. 27/07/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

BEAU4459823 (PART) SEAL# HLG6279096 40H DRY

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

177 CARTONS 3.747 CBM 660.80 KGS

TOTAL : ONE HUNDRED SEVENTY-SEVEN (177) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON August 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400824**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA
Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS659-24

Dated: **July 25, 2024**

Date of Receipt of Cargo
July 31, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95415352
SKU NO: 810745621
CARTON 1 - 280
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRITMAS ORNAMENT MADE OF IRON WITH JUTE
PO NO: 95415352
SKU NO: 810745621
QTY: 280
GR.WT: 1610.000 KGS
SB.NO: 2743444 DT .27/07/2024
***MORADABAD, UTTAR PRADESH 244001, INDIA**

FANU3787508 (PART) SEAL# HLG6335896 40H DRY

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

280 CARTONS 9.408 CBM 1,610.00 KGS

TOTAL : TWO HUNDRED EIGHTY (280) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON July 31, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 13, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) **V2**

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400824**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA
Shipment From : **NHAVA SHEVA** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
DS659-24

Dated: **July 25, 2024**

Date of Receipt of Cargo
July 31, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95415352
SKU NO: 810745621
CARTON 1 - 280
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CHRITMAS ORNAMENT MADE OF IRON WITH JUTE
PO NO: 95415352
SKU NO: 810745621
QTY: 280
GR.WT: 1610.000 KGS
SB.NO: 2743444 DT .27/07/2024
***MORADABAD, UTTAR PRADESH 244001, INDIA**

FANU3787508 (PART) SEAL# HLG6335896 40H DRY

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

280 CARTONS 9.408 CBM 1,610.00 KGS

TOTAL : TWO HUNDRED EIGHTY (280) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TUCAPEL" VOY NO. 4133 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT August 21, 2024. CARGO RECEIVED ON July 31, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

NHAVA SHEVA

August 13, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NSA-2400847**

Maker/Supplier : **DEWAN & SONS**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NHAVA SHEVA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS660-24

Dated: **July 25, 2024**

Date of Receipt of Cargo
August 01, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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**PLEASE REFER TO ATTACHED
SHEET (S) .**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

866 CARTONS 30.513 CBM 4,158.75 KGS

TOTAL : EIGHT HUNDRED SIXTY-SIX (866) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE MAJESTY" VOY NO. 015E DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 29, 2024. CARGO RECEIVED ON August 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
(Terms and conditions are to be continued to the reverse side hereof.)

NHAVA SHEVA

August 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) **V4**

FCR No. CNS-NSA-2400847

V4

Attachment Page 1/1

Shipping Mark	Description of Goods
BIG LOTS STORES	CHRITMAS ORNAMENT MADE OF IRON, WITH MANGO WOOD, JUTE
PO NO: 95415354	OTHER HANDICRAFTS OF ALUMINIUM
SKU NO: 810745343, 810745344,	PO NO: 95415354
810745568,	SKU NO: 810745343, 810745344, 810745568, 810745621,
810745621, 810745722,	810745722.
CARTON 1 - 866	QTY: 866
MADE IN INDIA	GR.WT: 4158.750 KGS
	SB.NO: 2747762 DT. 27/07/2024
	*LAKRI FAZALPUR, MINI BYPASS
	DELHI ROAD, MORADABAD-244001, INDIA
	ONEU0568532 (PART) SEAL# INA249588 40H DRY
	SHIP TO CODE & LOCATION : 00879-DURANT, OK
	SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

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- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
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- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400125**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS690-24

Dated: **July 29, 2024**

Date of Receipt of Cargo
August 02, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95268210
SKU NO: 810625001, 810732386
CARTON 1 - 457
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRISTMAS ORNAMENT MADE OF IRON
PO NO: 95268210
SKU NO: 810625001, 810732386
QTY: 1828
GR.WT: 3473.2 KGS

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
DFSU6855120 (PART) SEAL# IN1642060 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

457 CARTONS 39.043 CBM 3,473.20 KGS

TOTAL : FOUR HUNDRED FIFTY-SEVEN (457) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 2, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) V2

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400125**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS690-24

Dated: **July 29, 2024**

Date of Receipt of Cargo
August 02, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95268210
SKU NO: 810625001, 810732386
CARTON 1 - 457
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRISTMAS ORNAMENT MADE OF IRON
PO NO: 95268210
SKU NO: 810625001, 810732386
QTY: 1828
GR.WT: 3473.2 KGS

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
DFSU6855120 (PART) SEAL# IN1642060 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

457 CARTONS 39.043 CBM 3,473.20 KGS

TOTAL : FOUR HUNDRED FIFTY-SEVEN (457) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 2, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V2

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
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- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400126**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS691-24

Dated: **July 29, 2024**

Date of Receipt of Cargo
August 06, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95399572
SKU NO: 810745643
CARTON 1 - 177
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


CHRISTMAS ORNAMENT MADE OF IRON
PO NO: 95399572
SKU NO: 810745643
QTY: 708
GR.WT: 1345.2 KGS
***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
DFSU6855120 (PART) SEAL# IN1642060 40H DRY
SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

177 CARTONS 14.572 CBM 1,345.20 KGS
=====

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 6, 2024.

THIS IS NOT A DOCUMENT OF TITLE	MUNDRA August 9, 2024 (Place and date of issue.) YUSEN LOGISTICS For Yusen Logistics (India) Private Limited  Authorized Signatory As Agent (Authorized Signature) V3
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400126**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
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NOTIFY PARTY: GEODIS
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ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
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CY-CY

CHRISTMAS ORNAMENT MADE OF IRON
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SKU NO: 810745643
QTY: 708
GR.WT: 1345.2 KGS

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
DFSU6855120 (PART) SEAL# IN1642060 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

177 CARTONS 14.572 CBM 1,345.20 KGS

TOTAL : ONE HUNDRED SEVENTY-SEVEN (177) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 6, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
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- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
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 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400127**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD.
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS692-24

Dated: **July 29, 2024**

Date of Receipt of Cargo
August 02, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95399832
SKU NO: 810745369
CARTON 1 - 211
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRISTMAS ORNAMENT MADE OF MARBLE, ALUMINUM AND IRON
PO NO: 95399832
SKU NO: 810745369
QTY: 211
GR.WT: 817.63 KGS
SB.NO: 2876237 DT. 01/08/2024

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
DFSU6855120 (PART) SEAL# IN1642060 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

211 CARTONS 4.965 CBM 817.63 KGS

TOTAL : TWO HUNDRED ELEVEN (211) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 2, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400127**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD, MORADABAD.
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS692-24

Dated: **July 29, 2024**

Date of Receipt of Cargo
August 02, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95399832
SKU NO: 810745369
CARTON 1 - 211
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRISTMAS ORNAMENT MADE OF MARBLE, ALUMINUM AND IRON
PO NO: 95399832
SKU NO: 810745369
QTY: 211
GR.WT: 817.63 KGS
SB.NO: 2876237 DT. 01/08/2024

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
DFSU6855120 (PART) SEAL# IN1642060 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

211 CARTONS 4.965 CBM 817.63 KGS

TOTAL : TWO HUNDRED ELEVEN (211) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 2, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400128**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS693-24

Dated: **July 29, 2024**

Date of Receipt of Cargo
August 06, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95259315
SKU NO: 810641927, 810641933,
810641961, 810641963
CARTON 1 - 1166
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

ARTWARE / HANDICRAFTS OF ALUMINIUM, CHRISTMAS ORNAMENT MADE
OF IRON WITH ROPE
PO NO: 95259315
SKU NO: 810641927, 810641933, 810641961, 810641963
QTY: 5234
GR.WT: 3987.9 KGS
SB.NO: 2876230 DT. 01/08/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TCNU4904547 (PART) SEAL# IN1642055

40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1,166 CARTONS 28.413 CBM 3,987.90 KGS

TOTAL : ONE THOUSAND ONE HUNDRED SIXTY-SIX (1,166) CARTONS
ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 6, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
Trading Conditions printed reverse side. Forwarding instructions can only
be cancelled or altered if the original of this document is surrendered to the
Company and then only provided the Company is still in a position to
comply with such cancellation or alteration. Instructions authorizing
disposal by a third party can only be cancelled or altered if the original of
this document is surrendered to the Company, and then only provided the
Company have not yet received instructions under the original authority.
The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorized Signatory

As Agent

(Authorized Signature) **V3**

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400128**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS693-24

Dated: **July 29, 2024**

Date of Receipt of Cargo
August 06, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO NO: 95259315
SKU NO: 810641927, 810641933,
810641961, 810641963
CARTON 1 - 1166
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

ARTWARE / HANDICRAFTS OF ALUMINIUM, CHRISTMAS ORNAMENT MADE
OF IRON WITH ROPE
PO NO: 95259315
SKU NO: 810641927, 810641933, 810641961, 810641963
QTY: 5234
GR.WT: 3987.9 KGS
SB.NO: 2876230 DT. 01/08/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TCNU4904547 (PART) SEAL# IN1642055 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1,166 CARTONS 28.413 CBM 3,987.90 KGS

TOTAL : ONE THOUSAND ONE HUNDRED SIXTY-SIX (1,166) CARTONS
ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 6, 2024.

THIS IS NOT A DOCUMENT OF TITLE

Non-Negotiable

Copy

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

V3

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400129**

Maker/Supplier :	DEWAN & SONS
	LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee :	AVDC, LLC
	18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From :	MUNDRA
	To : APPLE VALLEY, CA

Maker/Supplier's INVOICE No.
DS694-24Dated: **July 29, 2024**Date of Receipt of Cargo
August 02, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95415351
SKU NO: 810745343, 810745344,
810745621, 810745653,
810745722
CARTON 1 - 937
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRITMAS ORNAMENT MADE OF IRON WITH MANGO WOOD, JURE, ROPE
PO NO: 95415351
SKU NO: 810745343, 810745344, 81 0745621, 810745653,
810745722
QTY: 1495
GR.WT: 4409.7 KGS
SB.NO: 2876227 DT. 01/08/2024

*MORADABAD, UTTAR PRADESH 244001, INDIA

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

TCNU4904547 (PART) SEAL# IN1642055 40H DRY

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

937 CARTONS 28.485 CBM 4,409.70 KGS

TOTAL : NINE HUNDRED THIRTY-SEVEN (937) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 2, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
 Trading Conditions printed reverse side. Forwarding instructions can only
 be cancelled or altered if the original of this document is surrendered to the
 Company and then only provided the Company is still in a position to
 comply with such cancellation or alteration. Instructions authorizing
 disposal by a third party can only be cancelled or altered if the original of
 this document is surrendered to the Company, and then only provided the
 Company have not yet received instructions under the original authority.
 The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

August 9, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited



Authorized Signatory

As Agent

(Authorized Signature)

V3

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400129**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS694-24
Dated: **July 29, 2024**
Date of Receipt of Cargo
August 02, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95415351 SKU NO: 810745343, 810745344, 810745621, 810745653, 810745722 CARTON 1 - 937 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CY-CY CHRITMAS ORNAMENT MADE OF IRON WITH MANGO WOOD, JURE, ROPE PO NO: 95415351 SKU NO: 810745343, 810745344, 81 0745621, 810745653, 810745722 QTY: 1495 GR.WT: 4409.7 KGS SB.NO: 2876227 DT. 01/08/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN TCNU4904547 (PART) SEAL# IN1642055 40H DRY SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL 937 CARTONS 28.485 CBM 4,409.70 KGS =====		
TOTAL : NINE HUNDRED THIRTY-SEVEN (937) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SAN DIEGO BRIDGE" VOY NO. 071E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 7, 2024. CARGO RECEIVED ON August 2, 2024.

THIS IS NOT A DOCUMENT OF TITLE	MUNDRA August 9, 2024 (Place and date of issue.) YUSEN LOGISTICS As Agent V3
Non-Negotiable Copy	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
- h) Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400135**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS713-24

Dated: **July 30, 2024**

Date of Receipt of Cargo
August 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95415351
SKU NO: 810745370,
810745628, 810745660
CARTON 1 - 782
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRISTMAS ORNAMENT MADE OF IRON WITH MANGO WOOD, JURE
PO NO: 95415351
SKU NO: 810745370, 810745628, 810745660
QTY: 782
GR.WT: 4667.000 KGS
SB.NO: 3033487 DT. 07/08/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TLLU7968551

SEAL# TSL325919 **40H DRY**

SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

782 CARTONS **67.374 CBM** **4,667.00 KGS**

TOTAL : SEVEN HUNDRED EIGHTY-TWO (782) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SHIMIN" VOY NO. 0VBHXW1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 15, 2024. CARGO RECEIVED ON August 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
Trading Conditions printed reverse side. Forwarding instructions can only
be cancelled or altered if the original of this document is surrendered to the
Company and then only provided the Company is still in a position to
comply with such cancellation or alteration. Instructions authorizing
disposal by a third party can only be cancelled or altered if the original of
this document is surrendered to the Company, and then only provided the
Company have not yet received instructions under the original authority.
The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

August 13, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorised Signatory

As Agent

(Authorized Signature) **V3**

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400135**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **AVDC, LLC**
18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From : **MUNDRA** To : **APPLE VALLEY, CA**

Maker/Supplier's INVOICE No.
DS713-24

Dated: **July 30, 2024**

Date of Receipt of Cargo
August 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
BIG LOTS STORES PO NO: 95415351 SKU NO: 810745370, 810745628, 810745660 CARTON 1 - 782 MADE IN INDIA		NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CY-CY CHRISTMAS ORNAMENT MADE OF IRON WITH MANGO WOOD, JURE PO NO: 95415351 SKU NO: 810745370, 810745628, 810745660 QTY: 782 GR.WT: 4667.000 KGS SB.NO: 3033487 DT. 07/08/2024 *MORADABAD, UTTAR PRADESH 244001, INDIA SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN TLLU7968551 SEAL# TSL325919 40H DRY SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL 782 CARTONS 67.374 CBM 4,667.00 KGS =====		
TOTAL : SEVEN HUNDRED EIGHTY-TWO (782) CARTONS ONLY				

"FREIGHT COLLECT"

SHIPMENT PER S.S. "SHIMIN" VOY NO. 0VBHXW1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT August 15, 2024. CARGO RECEIVED ON August 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE	MUNDRA August 13, 2024 (Place and date of issue.) YUSEN LOGISTICS As Agent V3
Non-Negotiable Copy	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or it is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
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- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
- 8. WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-MUN-2400151**

Maker/Supplier : **DEWAN & SONS**
LAKRI FAZALPUR, MINI BYPASS DELHI ROAD*
Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
Shipment From : **MUNDRA** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
DS714-24

Dated: **July 30, 2024**

Date of Receipt of Cargo
August 01, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
PO NO: 95415354
SKU NO:
810745660,810745370,810745628
CARTON 1 - 761
MADE IN INDIA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

CHRISTMAS ORNAMENT MADE OF IRON, WOOD, JUTE
PO NO: 95415354
SKU NO: 810745660,810745370,810745628
QTY: 761
GR.WT: 4556.7 KGS
SB.NO: 3118963 DT. 10/08/2024

***MORADABAD, UTTAR PRADESH 244001, INDIA**

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CXDU2158418

SEAL# FX31344325 **40H DRY**

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

761 CARTONS **65.651 CBM** **4,556.70 KGS**

TOTAL : SEVEN HUNDRED SIXTY-ONE (761) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "MSC VERACRUZ" VOY NO. 0VBHXW1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT August 19, 2024. CARGO RECEIVED ON August 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

MUNDRA

August 20, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For Yusen Logistics (India) Private Limited


Authorised Signatory

As Agent

(Authorized Signature) **V2**

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefor, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper.
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes.
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
 - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

6. LIABILITY AND LIMITATIONS

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL, OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
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- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
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- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
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- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
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 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper form and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



PO # 95152797

Date Created 02/08/2024
Version: 0
Buyer: LECLAIRE, NICOLE
Do Not Ship Before: 04/08/2024
Cancel if not Shipped by: 04/15/2024
Must be Routed by: 03/18/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
186	7,248.42	2,436.60	51.568

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

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PO#: 95152797

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95193419

Date Created 02/28/2024
Version: 2
Buyer: MERRIMAN, SAVANNAH
Do Not Ship Before: 06/03/2024
Cancel if not Shipped by: 06/10/2024
Must be Routed by: 05/13/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: NHAVA SHEVA IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

429

24,402.84

9,269.04

61.913

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

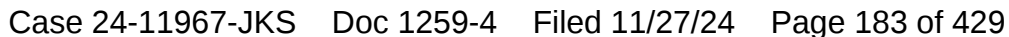
7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.	



PO#: 95193419

Page 6 of 8

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO#: 95193419

Page 7 of 8

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO#: 95193419

Page 8 of 8

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95193422

Date Created 02/28/2024
Version: 2
Buyer: MERRIMAN, SAVANNAH
Do Not Ship Before: 05/20/2024
Cancel if not Shipped by: 05/27/2024
Must be Routed by: 04/29/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: NHAVA SHEVA IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

702

39,931.92

15,167.52

61.913

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

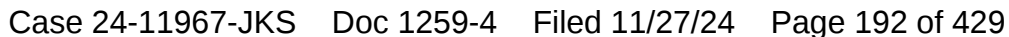
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PO#: 95193422

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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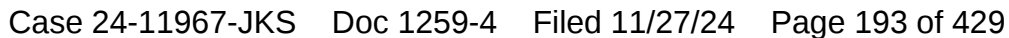


PO#: 95193422

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO#: 95193422

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO # 95195191
Date Created 02/27/2024
Version: 2
Buyer: TREMPE, KAREN
Do Not Ship Before: 05/20/2024
Cancel if not Shipped by: 05/27/2024
Must be Routed by: 04/29/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
1,050	15,519.00	6,305.60	55.279

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1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

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3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

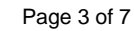
5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95195191

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810728161	10IN WOODDED SERVING	0.00	IN	4		280	4.15	1,401.68	07/29/2024
32002	DS-56228L	WOODSERVE			4		70	0.86	2,797.20	
32002002	NA		HST					9.99	49.890	15.99
1	481072816100		GRM	0.775	A1					
320	810728185	ACACIA SERVING BOAR	0.00	IN	4		280	4.30	1,414.56	07/29/2024
32002	DS-60381	WOODSERVE			4		70	0.75	3,637.20	
32002002	NA		HST					12.99	61.109	24.99
2	481072818500		GRM	0.612	A1					
320	810728110	ACACIA ROUND SERVIN	0.00	IN	4		280	3.90	1,331.68	07/29/2024
32002	DS-60382	WOODSERVE			4		70	0.86	2,797.20	
32002002	NA		HST					9.99	52.392	34.99
3	481072811006		GRM	0.807	A1					
320	810728155	COMBO COASTER SET	0.00	IN	1		210	13.56	3,482.30	07/29/2024
32005	DS-53910-11-12	COUNTERTOP			1		210	3.02	6,287.40	
32005002	NA		HST					29.94	44.615	
4	481072815509		GRM	0.591	A1					
-->> The	above assortment	(810728155)	consists of							07/29/2024
0										
320	810727979	SET OF 4 CANE WOVEN	0.00	IN			420	2.89	1,213.80	07/29/2024
32005	DS-53911	COUNTERTOP					210		2,095.80	
32005002	NA		HST					4.99	42.084	6.99
5	481072797904			0.182	A1					

PO#: 95195191

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95252802
Date Created 03/22/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/24/2024
Cancel if not Shipped by: 07/01/2024
Must be Routed by: 06/03/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

5,038

87,431.62

27,206.00

67.456

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

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The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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PO#: 95252802

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810729279	LG BLACK STANDING M	0.00	IN	4		612	10.75	8,249.76	08/12/2024
36008	DS-52936BL	BETERDECOR			4		153	2.73	18,353.88	
36008003	Winter Wonder Lane		H31					29.99	55.052	
1	481072927905		SEA	3.222	A1					
360	810729278	MD BLACK STANDING M	0.00	IN	4		1,312	6.50	10,154.88	08/12/2024
36008	DS-56088BL	BETERDECOR			4		328	1.24	26,226.88	
36008003	Winter Wonder Lane		H31					19.99	61.281	31.79
2	481072927806		SEA	1.377	A1					
360	810729285	SM BLACK STANDING M	0.00	IN	6		1,914	3.50	7,598.58	08/12/2024
36008	DS-52939BL	BETERDECOR			6		319	0.47	24,862.86	
36008003	Winter Wonder Lane		H31					12.99	69.438	19.98
3	481072928506		SEA	0.684	A1					
360	810729267	RED METAL BELL GARL	0.00	IN	4		1,200	4.50	6,648.00	08/12/2024
36008	DS-48617	BETERDECOR			4		300	1.04	17,988.00	
36008003	Winter Wonder Lane		H31					14.99	63.042	20.50
4	481072926700		SEA	0.839	A1					



PO # 95252802
Date Created 03/22/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/24/2024
Cancel if not Shipped by: 07/01/2024
Must be Routed by: 06/03/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO
APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307
Telephone: 760-503-0520 Fax:

BILL TO
AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US
Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521
DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA
Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____
Signee's Name _____
Title _____
Date _____

Units	Retail	Vendor Cost	IMU
5,038	87,431.62	27,206.00	67.456

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95252802

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810729279	LG BLACK STANDING M	0.00	IN	4		612	10.75	8,249.76	08/12/2024
36008	DS-52936BL	BETERDECOR			4		153	2.73	18,353.88	
36008003	Winter Wonder Lane		H31					29.99	55.052	
1	481072927905		SEA	3.222	A1					
360	810729278	MD BLACK STANDING M	0.00	IN	4		1,312	6.50	10,154.88	08/12/2024
36008	DS-56088BL	BETERDECOR			4		328	1.24	26,226.88	
36008003	Winter Wonder Lane		H31					19.99	61.281	31.79
2	481072927806		SEA	1.377	A1					
360	810729285	SM BLACK STANDING M	0.00	IN	6		1,914	3.50	7,598.58	08/12/2024
36008	DS-52939BL	BETERDECOR			6		319	0.47	24,862.86	
36008003	Winter Wonder Lane		H31					12.99	69.438	19.98
3	481072928506		SEA	0.684	A1					
360	810729267	RED METAL BELL GARL	0.00	IN	4		1,200	4.50	6,648.00	08/12/2024
36008	DS-48617	BETERDECOR			4		300	1.04	17,988.00	
36008003	Winter Wonder Lane		H31					14.99	63.042	20.50
4	481072926700		SEA	0.839	A1					



PO # 95252804
Date Created 03/22/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

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SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
6,720	114,724.80	35,486.00	67.586

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

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1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

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7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



<p>AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.</p>	
<p>27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.</p>	



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PO#: 95252804

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810729279	LG BLACK STANDING M	0.00	IN	4		680	10.75	9,166.40	08/12/2024
36008	DS-52936BL	BETERDECOR			4		170	2.73	20,393.20	
36008003	Winter Wonder Lane		H31					29.99	55.052	
1	481072927905		SEA	3.222	A1					
360	810729278	MD BLACK STANDING M	0.00	IN	4		1,800	6.50	13,932.00	08/12/2024
36008	DS-56088BL	BETERDECOR			4		450	1.24	35,982.00	
36008003	Winter Wonder Lane		H31					19.99	61.281	31.79
2	481072927806		SEA	1.377	A1					
360	810729285	SM BLACK STANDING M	0.00	IN	6		2,604	3.50	10,337.88	08/12/2024
36008	DS-52939BL	BETERDECOR			6		434	0.47	33,825.96	
36008003	Winter Wonder Lane		H31					12.99	69.438	19.98
3	481072928506		SEA	0.684	A1					
360	810729267	RED METAL BELL GARL	0.00	IN	4		1,636	4.50	9,063.44	08/12/2024
36008	DS-48617	BETERDECOR			4		409	1.04	24,523.64	
36008003	Winter Wonder Lane		H31					14.99	63.042	20.50
4	481072926700		SEA	0.839	A1					



PO # 95252805
Date Created 03/22/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
4,440	74,939.60	23,085.00	67.641

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810729279	LG BLACK STANDING M	0.00	IN	4		388	10.75	5,230.24	08/12/2024
36008	DS-52936BL	BETERDECOR			4		97	2.73	11,636.12	
36008003	Winter Wonder Lane		H31					29.99	55.052	
1	481072927905		SEA	3.222	A1					
360	810729278	MD BLACK STANDING M	0.00	IN	4		1,204	6.50	9,318.96	08/12/2024
36008	DS-56088BL	BETERDECOR			4		301	1.24	24,067.96	
36008003	Winter Wonder Lane		H31					19.99	61.281	31.79
2	481072927806		SEA	1.377	A1					
360	810729285	SM BLACK STANDING M	0.00	IN	6		1,728	3.50	6,860.16	08/12/2024
36008	DS-52939BL	BETERDECOR			6		288	0.47	22,446.72	
36008003	Winter Wonder Lane		H31					12.99	69.438	19.98
3	481072928506		SEA	0.684	A1					
360	810729267	RED METAL BELL GARL	0.00	IN	4		1,120	4.50	6,204.80	08/12/2024
36008	DS-48617	BETERDECOR			4		280	1.04	16,788.80	
36008003	Winter Wonder Lane		H31					14.99	63.042	20.50
4	481072926700		SEA	0.839	A1					



PO # 95259315
Date Created 03/25/2024
Version: 3
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

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SHIP TO
APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO
AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

5,234

86,909.66

26,024.80

68.805

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

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“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

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2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95259315

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810641933	LG GOLD METAL STAND	0.00	IN	4		516	10.75	6,955.68	09/02/2024
36008	DS-52936	BETERDECOR			4		129	2.73	15,990.84	
36008003	Winter Wonder Lane		029					30.99	56.502	
1	481064193301		SEA	3.222	A1					
360	810641963	MED GOLD METAL STAD	0.00	IN	4		1,376	6.50	10,650.24	09/02/2024
36008	DS-56088	BETERDECOR			4		344	1.24	27,506.24	
36008003	Winter Wonder Lane		029					19.99	61.281	59.00
2	481064196302		SEA	1.377	A1					
360	810641961	SM GOLD METAL STAND	0.00	IN	6		1,710	3.50	6,788.70	09/02/2024
36008	DS-52939	BETERDECOR			6		285	0.47	22,212.90	
36008003	Winter Wonder Lane		029					12.99	69.438	20.99
3	481064196104		SEA	0.684	A1					
360	810641927	SET OF 3 HANGING BE	0.00	IN	4		1,632	3.40	6,635.71	09/02/2024
36008	DS-59811	BETERDECOR			4		408	0.67	21,199.68	
36008003	Winter Wonder Lane		029					12.99	68.699	
4	481064192700		SEA	0.468	A1					



PO # 95259318

Date Created 03/25/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

7,056

115,993.44

34,616.40

68.896

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These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

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PO#: 95259318

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810641933	LG GOLD METAL STAND	0.00	IN	4		624	10.75	8,411.52	08/26/2024
36008	DS-52936	BETERDECOR			4		156	2.73	19,337.76	
36008003	Winter Wonder Lane	NVO	H29					30.99	56.502	
1	481064193301		SEA	3.222	A1					
360	810641963	MED GOLD METAL STAD	0.00	IN	4		1,872	6.50	14,489.28	08/26/2024
36008	DS-56088	BETERDECOR			4		468	1.24	37,421.28	
36008003	Winter Wonder Lane		H29					19.99	61.281	
2	481064196302		SEA	1.377	A1					
360	810641961	SM GOLD METAL STAND	0.00	IN	6		2,364	3.50	9,385.08	08/26/2024
36008	DS-52939	BETERDECOR			6		394	0.47	30,708.36	
36008003	Winter Wonder Lane		H29					12.99	69.438	
3	481064196104		SEA	0.684	A1					
360	810641927	SET OF 3 HANGING BE	0.00	IN	4		2,196	3.40	8,928.94	08/26/2024
36008	DS-59811	BETERDECOR			4		549	0.67	28,526.04	
36008003	Winter Wonder Lane	NVO	H29					12.99	68.699	
4	481064192700		SEA	0.468	A1					



PO # 95268210
Date Created 03/27/2024
Version: 3
Buyer: NOWICKI, ABIGAIL
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

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SHIP TO
APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO
AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,828

54,821.72

12,339.00

73.848

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

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“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

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“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95268210

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810732386	GALVANIZED SNOWFLA	0.00	IN	4		924	6.75	8,279.04	09/02/2024
36009	DS-64501G	TREESKIRTS			4		231	2.21	27,710.76	
36009003	Winter Wonder Lane		033					29.99	70.123	45.99
1	481073238604		SEA	2.708	A1					
360	810625001	MATTE BLACK TREE CO	0.00	IN	4		904	6.75	8,099.84	09/02/2024
36009	DS-55775	TREESKIRTS			4		226	2.21	27,110.96	
36009003	Winter Wonder Lane		030					29.99	70.123	
2	481062500101		SEA	2.708	A1					



PO # 95268213
Date Created 03/27/2024
Version: 1
Buyer: OPEN - DIV 3
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,200	65,978.00	14,850.00	73.674

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

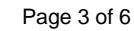
5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.	



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Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810732386	GALVANIZED SNOWFLA	0.00	IN	4		1,060	6.75	9,497.60	08/26/2024
36009	DS-64501G	TREESKIRTS			4		265	2.21	31,789.40	
36009003	Winter Wonder Lane		H33					29.99	70.123	45.99
1	481073238604		SEA	2.708	A1					
360	810625001	MATTE BLACK TREE CO	0.00	IN	4		1,140	6.75	10,214.40	08/26/2024
36009	DS-55775	TREESKIRTS			4		285	2.21	34,188.60	
36009003	Winter Wonder Lane		H30					29.99	70.123	63.98
2	481062500101		SEA	2.708	A1					



PO # 95299495
Date Created 04/10/2024
Version: 1
Buyer: RUPERT, BRIANNE
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO
MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO
CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

3,044

91,289.56

23,591.00

66.656

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

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7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

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The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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PO#: 95299495

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810732985	GOLD TREE COLLAR	0.00	IN	4		3,044	7.75	30,440.00	08/12/2024
36009	DS-48497	TREESKIRTS			4		761	2.25	91,289.56	
36009003	Winter Wonder Lane		H31					29.99	66.656	35.99
1	481073298509		SEA	2.708	A1					



PO # 95299496
Date Created 04/10/2024
Version: 1
Buyer: OPEN - DIV 3
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

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SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,576	77,254.24	19,964.00	66.656

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

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“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95299496

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810732985	GOLD TREE COLLAR	0.00	IN	4		2,576	7.75	25,760.00	08/12/2024
36009	DS-48497	TREESKIRTS			4		644	2.25	77,254.24	
36009003	Winter Wonder Lane		H31					29.99	66.656	35.99
1	481073298509		SEA	2.708	A1					



PO # 95299497
Date Created 04/10/2024
Version: 1
Buyer: OPEN - DIV 3
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,860

55,781.40

14,415.00

66.656

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95299497

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810732985	GOLD TREE COLLAR	0.00	IN	4		1,860	7.75	18,600.00	08/12/2024
36009	DS-48497	TREESKIRTS			4		465	2.25	55,781.40	
36009003	Winter Wonder Lane		H31					29.99	66.656	35.99
1	481073298509		SEA	2.708	A1					



PO # 95299498
Date Created 04/10/2024
Version: 1
Buyer: OPEN - DIV 3
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
3,000	89,970.00	23,250.00	66.656

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These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



<p>AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.</p>	
<p>27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.</p>	



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PO#: 95299498

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810732985	GOLD TREE COLLAR	0.00	IN	4		3,000	7.75	30,000.00	08/12/2024
36009	DS-48497	TREESKIRTS			4		750	2.25	89,970.00	
36009003	Winter Wonder Lane		031					29.99	66.656	35.99
1	481073298509		SEA	2.708	A1					



PO # 95301010

Date Created 04/11/2024
Version: 0
Buyer: MERRIMAN, SAVANNAH
Do Not Ship Before: 07/08/2024
Cancel if not Shipped by: 07/15/2024
Must be Routed by: 06/17/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,400	27,576.00	8,298.00	67.254

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

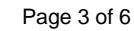
5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



<p>AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.</p>	
<p>27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.</p>	



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PO#: 95301010

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

340	810603856	BHFD 10IN GOLD CAND	0.00	IN	4		600	2.70	1,912.80	09/02/2024
34001	DS-50990C	VOTIVEHOLDERS			4		150	0.49	4,794.00	
34001003	Broyhill		HST					7.99	60.100	
1	481060385601		GRM	0.249	BTA					
340	810603809	BHFD 12IN GOLD CAND	0.00	IN	4		600	2.93	2,086.32	09/02/2024
34001	DS-50990B	VOTIVEHOLDERS			4		150	0.55	5,994.00	
34001003	Broyhill		HST					9.99	65.193	
2	481060380903		GRM	0.294	BTA					
340	810603846	BHFD 14IN GOLD CAND	0.00	IN	4		600	3.20	2,290.80	09/02/2024
34001	DS-50990A	VOTIVEHOLDERS			4		150	0.62	7,794.00	
34001003	Broyhill		H31					12.99	70.608	
3	481060384604		GRM	0.339	BTA					
340	810607072	BHFD DECORATIVE WOOD	0.00	IN	2		600	5.00	3,732.00	09/02/2024
34011	DS-58684	DECTRAYS/BOWLS			2		300	1.22	8,994.00	
34011001	Broyhill		HST					14.99	58.506	
4	481060707205		GRM	0.563	RPF					



PO # 95301011

Date Created 04/11/2024
Version: 0
Buyer: MERRIMAN, SAVANNAH
Do Not Ship Before: 07/08/2024
Cancel if not Shipped by: 07/15/2024
Must be Routed by: 06/17/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,400	27,576.00	8,298.00	67.254

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95301011

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

340	810603856	BHFD 10IN GOLD CAND	0.00	IN	4		600	2.70	1,912.80	09/02/2024
34001	DS-50990C	VOTIVEHOLDERS			4		150	0.49	4,794.00	
34001003	Broyhill		HST					7.99	60.100	
1	481060385601		GRM	0.249	BTA					
340	810603809	BHFD 12IN GOLD CAND	0.00	IN	4		600	2.93	2,086.32	09/02/2024
34001	DS-50990B	VOTIVEHOLDERS			4		150	0.55	5,994.00	
34001003	Broyhill		HST					9.99	65.193	
2	481060380903		GRM	0.294	BTA					
340	810603846	BHFD 14IN GOLD CAND	0.00	IN	4		600	3.20	2,290.80	09/02/2024
34001	DS-50990A	VOTIVEHOLDERS			4		150	0.62	7,794.00	
34001003	Broyhill		H31					12.99	70.608	
3	481060384604		GRM	0.339	BTA					
340	810607072	BHFD DECORATIVE WOOD	0.00	IN	2		600	5.00	3,732.00	09/02/2024
34011	DS-58684	DECTRAYS/BOWLS			2		300	1.22	8,994.00	
34011001	Broyhill		HST					14.99	58.506	
4	481060707205		GRM	0.563	RPF					



PO # 95320748
Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 07/08/2024
Cancel if not Shipped by: 07/15/2024
Must be Routed by: 06/17/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,074

15,808.26

6,084.45

59.566

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95320748

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747542	FRUIT BOWL METAL WO	0.00	IN	2		408	7.20	4,017.98	09/09/2024
32002	DS-52291	WOODSERVE			2		204	2.65	8,155.92	
32002002	NA	PRODUCTION	999					19.99	50.735	29.99
1	481074754202		GRM	1.480	A1					
320	810747573	SERVE TRAY OVAL WAR	0.00	IN	3		333	4.37	1,666.60	09/09/2024
32002	DS-58914	WOODSERVE			3		111	0.63	3,326.67	
32002002	NA	PRODUCTION	999					9.99	49.902	16.99
2	481074757302		GRM	0.336	A1					
320	810748059	WOOD SERVE BOWL 10I	0.00	IN	3		333	5.08	1,999.07	09/09/2024
32002	DS-58910L	WOODSERVE			3		111	0.92	4,325.67	
32002002	NA	PRODUCTION	999					12.99	53.786	15.99
3	481074805904		GRM	0.581	A1					



PO # 95320749

Date Created 04/18/2024

Version: 0

Buyer: TREMPE, KAREN

Do Not Ship Before: 07/15/2024

Cancel if not Shipped by: 07/22/2024

Must be Routed by: 06/24/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870

CSC DISTRIBUTION, LLC

2855 SELMA HWY

MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS

SURENDER GANDHI

LAKRI -FAZALPUR , MINI BYPASS DELHI ROA

244001 MORADABAD, UTTAR PRADESH

INDIA

Contact:

Telephone: Fax

E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
886	14,855.14	5,547.60	61.611

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

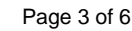
5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95320749

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747542	FRUIT BOWL METAL WO	0.00	IN	2		550	7.20	5,416.40	09/09/2024
32002	DS-52291	WOODSERVE			2		275	2.65	10,994.50	
32002002	NA	PRODUCTION	999					19.99	50.735	29.99
1	481074754202		GRM	1.480	A1					
320	810747573	SERVE TRAY OVAL WAR	0.00	IN	3		168	4.37	840.81	09/09/2024
32002	DS-58914	WOODSERVE			3		56	0.63	1,678.32	
32002002	NA	PRODUCTION	999					9.99	49.902	16.99
2	481074757302		GRM	0.336	A1					
320	810748059	WOOD SERVE BOWL 10I	0.00	IN	3		168	5.08	1,008.54	09/09/2024
32002	DS-58910L	WOODSERVE			3		56	0.92	2,182.32	
32002002	NA	PRODUCTION	999					12.99	53.786	15.99
3	481074805904		GRM	0.581	A1					



PO # 95320750
Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,192

18,626.08

7,067.70

60.538

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These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

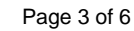
5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

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7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

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14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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PO#: 95320750

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747542	FRUIT BOWL METAL WO	0.00	IN	2		580	7.20	5,711.84	09/09/2024
32002	DS-52291	WOODSERVE			2		290	2.65	11,594.20	
32002002	NA	PRODUCTION	999					19.99	50.735	29.99
1	481074754202		GRM	1.480	A1					
320	810747573	SERVE TRAY OVAL WAR	0.00	IN	3		306	4.37	1,531.47	09/09/2024
32002	DS-58914	WOODSERVE			3		102	0.63	3,056.94	
32002002	NA	PRODUCTION	999					9.99	49.902	16.99
2	481074757302		GRM	0.336	A1					
320	810748059	WOOD SERVE BOWL 10I	0.00	IN	3		306	5.08	1,836.98	09/09/2024
32002	DS-58910L	WOODSERVE			3		102	0.92	3,974.94	
32002002	NA	PRODUCTION	999					12.99	53.786	15.99
3	481074805904		GRM	0.581	A1					



PO # 95320751
Date Created 04/18/2024
Version: 1
Buyer: TREMPE, KAREN
Do Not Ship Before: 07/08/2024
Cancel if not Shipped by: 07/15/2024
Must be Routed by: 06/17/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
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SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
762	12,274.38	4,625.10	61.010

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

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“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



<p>AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.</p>	
<p>27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.</p>	



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PO#: 95320751

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747542	FRUIT BOWL METAL WO	0.00	IN	2		414	7.20	4,077.07	09/16/2024
32002	DS-52291	WOODSERVE			2		207	2.65	8,275.86	
32002002	NA	PRODUCTION	999					19.99	50.735	29.99
1	481074754202		GRM	1.480	A1					
320	810747573	SERVE TRAY OVAL WAR	0.00	IN	3		174	4.37	870.84	09/16/2024
32002	DS-58914	WOODSERVE			3		58	0.63	1,738.26	
32002002	NA	PRODUCTION	999					9.99	49.902	16.99
2	481074757302		GRM	0.336	A1					
320	810748059	WOOD SERVE BOWL 10I	0.00	IN	3		174	5.08	1,044.56	09/16/2024
32002	DS-58910L	WOODSERVE			3		58	0.92	2,260.26	
32002002	NA	PRODUCTION	999					12.99	53.786	15.99
3	481074805904		GRM	0.581	A1					



PO # 95320752

Date Created 04/18/2024
Version: 0
Buyer: TREMPE, KAREN
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
908	15,294.92	5,706.00	61.679

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95320752

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810747542	FRUIT BOWL METAL WO	0.00	IN	2		572	7.20	5,633.06	09/09/2024
32002	DS-52291	WOODSERVE			2		286	2.65	11,434.28	
32002002	NA	PRODUCTION	999					19.99	50.735	29.99
1	481074754202		GRM	1.480	A1					
320	810747573	SERVE TRAY OVAL WAR	0.00	IN	3		168	4.37	840.81	09/09/2024
32002	DS-58914	WOODSERVE			3		56	0.63	1,678.32	
32002002	NA	PRODUCTION	999					9.99	49.902	16.99
2	481074757302		GRM	0.336	A1					
320	810748059	WOOD SERVE BOWL 10I	0.00	IN	3		168	5.08	1,008.54	09/09/2024
32002	DS-58910L	WOODSERVE			3		56	0.92	2,182.32	
32002002	NA	PRODUCTION	999					12.99	53.786	15.99
3	481074805904		GRM	0.581	A1					



PO # 95347349

Date Created 04/30/2024
Version: 1
Buyer: MERRIMAN, SAVANNAH
Do Not Ship Before: 06/10/2024
Cancel if not Shipped by: 06/17/2024
Must be Routed by: 05/20/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

208

3,117.92

807.04

67.027

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

340	810745676	CE METAL LANTERN WI	0.00	IN	4		104	3.88	624.54	08/05/2024
34001	DS-60930	PILLAR&TAPERHOLDE			4		26	2.13	1,558.96	
34001002	NA	CLOSEOUT	HST					14.99	59.939	80.99
1	481074567604		GRM	2.424	A1					
340	810745648	CE METAL LANTERN WI	0.00	IN	4		104	3.88	624.54	08/05/2024
34001	DS-60930	PILLAR&TAPERHOLDE			4		26	2.13	1,558.96	
34001002	NA	CLOSEOUT	HST					14.99	59.939	80.99
2	481074564801		GRM	2.424	A1					



PO # 95348487
Date Created 04/30/2024
Version: 1
Buyer: TREMPE, KAREN
Do Not Ship Before: 07/29/2024
Cancel if not Shipped by: 08/05/2024
Must be Routed by: 07/08/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO
APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO
AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521
DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
150	8,594.00	3,802.00	53.663

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



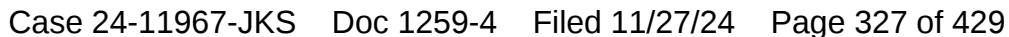
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PO#: 95348487

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810751763	COMBO WOOD ENAMEL	0.00	IN	1		50	36.00	2,125.50	09/30/2024
32001	DS-52272L	CHRISTMAS			1		50	6.51	3,998.00	
32001001	NA	PRODUCTION	999					79.96	46.836	
1	481075176300		GRM	1.371	A1					
-->> The	above assortment	(810751763)	consists of							09/30/2024
0										
320	810751669	WOOD ENAMEL SERVE	0.00	IN			100	9.00	900.00	09/30/2024
32001	DS-52272LB	CHRISTMAS					50		1,999.00	
32001001	NA	PRODUCTION	999					19.99	54.977	31.99
2	481075166905			1.371	A1					
320	810751757	WOOD ENAMEL SERVE	0.00	IN			100	9.00	900.00	09/30/2024
32001	DS-52272LA	CHRISTMAS					50		1,999.00	
32001001	NA	PRODUCTION	999					19.99	54.977	31.99
3	481075175709			1.371	A1					
End of	assortment list	for -810751763								09/30/2024
0										
320	810751705	COMBO WOOD ENAMEL	0.00	IN	1		50	14.44	775.88	09/30/2024
32001	DS-62534	CHRISTMAS			1		50	1.08	1,598.00	
32001001	NA	PRODUCTION	999					31.96	51.447	
4	481075170506		GRM	0.176	A1					



PO#: 95348487

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]

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PO#: 95348487

Page 8 of 8

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95348488
Date Created 04/30/2024
Version: 1
Buyer: TREMPE, KAREN
Do Not Ship Before: 08/05/2024
Cancel if not Shipped by: 08/12/2024
Must be Routed by: 07/15/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
141	8,078.36	3,573.88	53.663

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These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.	
27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.	



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PO#: 95348488

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810751763	COMBO WOOD ENAMEL	0.00	IN	1		47	36.00	1,997.97	09/30/2024
32001	DS-52272L	CHRISTMAS			1		47	6.51	3,758.12	
32001001	NA	PRODUCTION	999					79.96	46.836	
1	481075176300		GRM	1.371	A1					
-->> The	above assortment	(810751763)	consists of							09/30/2024
0										
320	810751669	WOOD ENAMEL SERVE	0.00	IN			94	9.00	846.00	09/30/2024
32001	DS-52272LB	CHRISTMAS					47		1,879.06	
32001001	NA	PRODUCTION	999					19.99	54.977	31.99
2	481075166905			1.371	A1					
320	810751757	WOOD ENAMEL SERVE	0.00	IN			94	9.00	846.00	09/30/2024
32001	DS-52272LA	CHRISTMAS					47		1,879.06	
32001001	NA	PRODUCTION	999					19.99	54.977	31.99
3	481075175709			1.371	A1					
End of	assortment list	for -810751763								09/30/2024
0										
320	810751705	COMBO WOOD ENAMEL	0.00	IN	1		47	14.44	729.33	09/30/2024
32001	DS-62534	CHRISTMAS			1		47	1.08	1,502.12	
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4	481075170506		GRM	0.176	A1					

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PO#: 95348488

Page 7 of 8

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO#: 95348488

Page 8 of 8

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO # 95348489
Date Created 04/30/2024
Version: 1
Buyer: TREMPE, KAREN
Do Not Ship Before: 08/05/2024
Cancel if not Shipped by: 08/12/2024
Must be Routed by: 07/15/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

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SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

177

10,140.92

4,486.36

53.663

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

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“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95348489

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

320	810751763	COMBO WOOD ENAMEL	0.00	IN	1		59	36.00	2,508.09	09/30/2024
32001	DS-52272L	CHRISTMAS			1		59	6.51	4,717.64	
32001001	NA	PRODUCTION	999					79.96	46.836	
1	481075176300		GRM	1.371	A1					
-->> The	above assortment	(810751763)	consists of							09/30/2024
0										
320	810751669	WOOD ENAMEL SERVE	0.00	IN			118	9.00	1,062.00	09/30/2024
32001	DS-52272LB	CHRISTMAS					59		2,358.82	
32001001	NA	PRODUCTION	999					19.99	54.977	31.99
2	481075166905			1.371	A1					
320	810751757	WOOD ENAMEL SERVE	0.00	IN			118	9.00	1,062.00	09/30/2024
32001	DS-52272LA	CHRISTMAS					59		2,358.82	
32001001	NA	PRODUCTION	999					19.99	54.977	31.99
3	481075175709			1.371	A1					
End of	assortment list	for -810751763								09/30/2024
0										
320	810751705	COMBO WOOD ENAMEL	0.00	IN	1		59	14.44	915.54	09/30/2024
32001	DS-62534	CHRISTMAS			1		59	1.08	1,885.64	
32001001	NA	PRODUCTION	999					31.96	51.447	
4	481075170506		GRM	0.176	A1					

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95399572

Date Created 05/23/2024
Version: 2
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

708

21,232.92

4,956.00

69.256

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These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95399572

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745643	WHITE GOLD SNOWFLA	0.00	IN	4		708	7.00	6,527.76	09/02/2024
36009	DS-64501WG	TREESKIRTS			4		177	2.22	21,232.92	
36009003	Winter Wonder Lane		034					29.99	69.256	39.99
1	481074564306		GRM	2.708	A1					



PO # 95399575
Date Created 05/23/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/08/2024
Cancel if not Shipped by: 07/15/2024
Must be Routed by: 06/17/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,012

30,349.88

7,084.00

69.256

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

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7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

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27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.	



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PO#: 95399575

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745643	WHITE GOLD SNOWFLA	0.00	IN	4		1,012	7.00	9,330.64	09/16/2024
36009	DS-64501WG	TREESKIRTS			4		253	2.22	30,349.88	
36009003	Winter Wonder Lane		034					29.99	69.256	39.99
1	481074564306		GRM	2.708	A1					



PO # 95399832
Date Created 05/23/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

211

8,431.56

3,333.80

52.222

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

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“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95399832

Page 6 of 7

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745369	COMBO S/4 XMAS STOC	0.00	IN	1		211	15.80	4,028.41	09/02/2024
36006	DS-65045	STOCKINGS			1		211	3.29	8,431.56	
36006001	Winter Wonder Lane		H34					39.96	52.222	
1	481074536907		GRM	0.930	A1					
-->> The	above assortment	(810745369)	consists of							09/02/2024
0										
360	810745368	NUTCRACKER STOCKIN	0.00	IN			211	3.95	833.45	09/02/2024
36006	DS-65045N	STOCKINGS					211		2,107.89	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
2	481074536808			0.830	A1					
360	810745540	REINDEER STOCKING H	0.00	IN			211	3.95	833.45	09/02/2024
36006	DS-65045R	STOCKINGS					211		2,107.89	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
3	481074554000			1.016	A1					
360	810745606	GOLD SNOWFLAKE STO	0.00	IN			211	3.95	833.45	09/02/2024
36006	DS-65045S	STOCKINGS					211		2,107.89	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
4	481074560605			0.918	A1					
360	810745667	GOLD XMAS TREE STOC	0.00	IN			211	3.95	833.45	09/02/2024
36006	DS-65045T	STOCKINGS					211		2,107.89	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
5	481074566706			0.781	A1					

PO#: 95399832

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95399836
Date Created 05/23/2024
Version: 2
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/08/2024
Cancel if not Shipped by: 07/15/2024
Must be Routed by: 06/17/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

197

7,872.12

3,112.60

52.222

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

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3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

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AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95399836

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745369	COMBO S/4 XMAS STOC	0.00	IN	1		197	15.80	3,761.12	09/16/2024
36006	DS-65045	STOCKINGS			1		197	3.29	7,872.12	
36006001	Winter Wonder Lane		H34					39.96	52.222	
1	481074536907		GRM	0.930	A1					
-->> The	above assortment	(810745369)	consists of							09/16/2024
0										
360	810745368	NUTCRACKER STOCKIN	0.00	IN			197	3.95	778.15	09/16/2024
36006	DS-65045N	STOCKINGS					197		1,968.03	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
2	481074536808			0.830	A1					
360	810745540	REINDEER STOCKING H	0.00	IN			197	3.95	778.15	09/16/2024
36006	DS-65045R	STOCKINGS					197		1,968.03	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
3	481074554000			1.016	A1					
360	810745606	GOLD SNOWFLAKE STO	0.00	IN			197	3.95	778.15	09/16/2024
36006	DS-65045S	STOCKINGS					197		1,968.03	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
4	481074560605			0.918	A1					
360	810745667	GOLD XMAS TREE STOC	0.00	IN			197	3.95	778.15	09/16/2024
36006	DS-65045T	STOCKINGS					197		1,968.03	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
5	481074566706			0.781	A1					

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PO#: 95399836

Page 7 of 7

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95399837
Date Created 05/23/2024
Version: 1
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: LCL-NHAVA SHENWA

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

257

10,269.72

4,060.60

52.222

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95399837

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745369	COMBO S/4 XMAS STOC	0.00	IN	1		257	15.80	4,906.64	09/09/2024
36006	DS-65045	STOCKINGS			1		257	3.29	10,269.72	
36006001	Winter Wonder Lane		H34					39.96	52.222	
1	481074536907		GRM	0.930	A1					
-->> The	above assortment	(810745369)	consists of							09/09/2024
0										
360	810745368	NUTCRACKER STOCKIN	0.00	IN			257	3.95	1,015.15	09/09/2024
36006	DS-65045N	STOCKINGS					257		2,567.43	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
2	481074536808			0.830	A1					
360	810745540	REINDEER STOCKING H	0.00	IN			257	3.95	1,015.15	09/09/2024
36006	DS-65045R	STOCKINGS					257		2,567.43	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
3	481074554000			1.016	A1					
360	810745606	GOLD SNOWFLAKE STO	0.00	IN			257	3.95	1,015.15	09/09/2024
36006	DS-65045S	STOCKINGS					257		2,567.43	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
4	481074560605			0.918	A1					
360	810745667	GOLD XMAS TREE STOC	0.00	IN			257	3.95	1,015.15	09/09/2024
36006	DS-65045T	STOCKINGS					257		2,567.43	
36006001	Winter Wonder Lane		034					9.99	60.460	14.99
5	481074566706			0.781	A1					

PO#: 95399837

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95415351
Date Created 05/30/2024
Version: 4
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/22/2024
Cancel if not Shipped by: 07/29/2024
Must be Routed by: 07/01/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO
APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO
AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

3,216

157,396.95

50,011.50

65.173

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

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title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

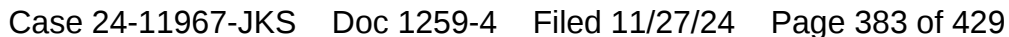
13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745568	REINDEER HEAD TABLE	0.00	IN	1		195	13.00	3,246.75	09/09/2024
36006	DS-63623	DECORATION			1		195	3.65	7,798.05	
36006006	Winter Wonder Lane		034					39.99	58.365	58.99
17	481074556806		GRM	1.094	A1					
360	810745343	COMBO S/3 DECORATIV	0.00	IN	1		182	30.00	6,280.82	09/09/2024
36006	DS-64619	DECORATION			1		182	4.51	16,733.08	
36006006	Winter Wonder Lane		H34					91.94	62.465	
18	481074534309		GRM	1.156	A1					
-->> The	above assortment	(810745343)	consists of							09/09/2024
0										
360	810745623	32IN GOLD DECORATIV	0.00	IN			364	6.00	2,184.00	09/09/2024
36006	DS-64619A	DECORATION					182		7,276.36	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
19	481074562302			1.156	A1					
360	810745655	18IN GOLD DECORATIV	0.00	IN			364	4.00	1,456.00	09/09/2024
36006	DS-64619C	DECORATION					182		4,000.36	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
20	481074565501			0.333	A1					
360	810745705	24IN GOLD DECORATIV	0.00	IN			364	5.00	1,820.00	09/09/2024
36006	DS-64619B	DECORATION					182		5,456.36	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
21	481074570505			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745343								09/09/2024
0										
360	810745344	COMBO S/3 DECORATIV	0.00	IN	1		182	30.00	6,280.82	09/09/2024
36006	DS-64618	DECORATION			1		182	4.51	16,733.08	
36006006	Winter Wonder Lane		H34					91.94	62.465	
22	481074534408		GRM	1.156	A1					
-->> The	above assortment	(810745344)	consists of							09/09/2024
0										
360	810745622	18IN RED DECORATIVE	0.00	IN			364	4.00	1,456.00	09/09/2024
36006	DS-64618C	DECORATION					182		4,000.36	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
23	481074562203			0.333	A1					
360	810745624	32IN RED DECORATIVE	0.00	IN			364	6.00	2,184.00	09/09/2024
36006	DS-64618A	DECORATION					182		7,276.36	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
24	481074562401			1.156	A1					
360	810745703	24IN RED DECORATIVE	0.00	IN			364	5.00	1,820.00	09/09/2024
36006	DS-64618B	DECORATION					182		5,456.36	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
25	481074570307			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745344								09/09/2024
0										
360	810745621	COMBO S/3 DECORATIV	0.00	IN	1		182	30.00	6,280.82	09/09/2024
36006	DS-64620	DECORATION			1		182	4.51	16,733.08	
36006006	Winter Wonder Lane		H34					91.94	62.465	
26	481074562104		GRM	1.156	A1					
-->> The	above assortment	(810745621)	consists of							09/09/2024
0										
360	810745625	18IN SILVER GLITTER	0.00	IN			364	4.00	1,456.00	09/09/2024
36006	DS-64620C	DECORATION					182		4,000.36	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
27	481074562500			0.333	A1					
360	810745707	32IN SILVER GLITTER	0.00	IN			364	6.00	2,184.00	09/09/2024
36006	DS-64620A	DECORATION					182		7,276.36	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
28	481074570703			1.156	A1					
360	810745708	24IN SILVER GLITTER	0.00	IN			364	5.00	1,820.00	09/09/2024
36006	DS-64620B	DECORATION					182		5,456.36	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
29	481074570802			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745621								09/09/2024
0										
360	810745731	SET OF 3 HANGING BE	0.00	IN	4		744	6.00	5,520.48	09/09/2024
36006	DS-59811L	DECORATION			4		186	1.42	11,152.56	
36006006	Winter Wonder Lane		034					14.99	50.500	18.99
30	481074573100		GRM	1.167	A1					
360	810745653	3 HANGING BELLS GOL	0.00	IN	4		744	3.00	2,663.52	09/09/2024
36006	DS-59811S	DECORATION			4		186	0.58	5,944.56	
36006006	Winter Wonder Lane		034					7.99	55.194	14.12
31	481074565303		GRM	0.403	A1					
360	810745628	COMBO 18IN METAL HA	0.00	IN	1		392	24.00	14,213.92	09/09/2024
36006	DS-65322	DECORATION			1		392	12.26	29,388.24	
36006006	Winter Wonder Lane		H34					74.97	51.634	
32	481074562807		GRM	7.775	A1					
-->> The	above assortment	(810745628)	consists of							09/09/2024
0										
360	810745563	LG GOLD METAL HANGI	0.00	IN			392	8.00	3,136.00	09/09/2024
36006	DS-60897L-GOLD	DECORATION					392		9,796.08	
36006006	Winter Wonder Lane		034					24.99	67.987	29.99
33	481074556301				A1					

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO # 95415352
Date Created 05/30/2024
Version: 5
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 08/05/2024
Cancel if not Shipped by: 08/12/2024
Must be Routed by: 07/15/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS EXPORTS PVT LTD
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
6,632	327,055.77	93,549.15	68.503

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

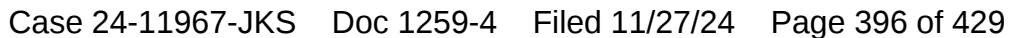
13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

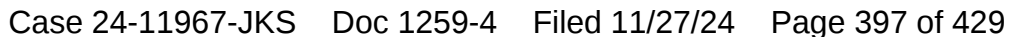


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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745568	REINDEER HEAD TABLE	0.00	IN	1		391	11.70	5,981.52	09/16/2024
36006	DS-63623	DECORATION			1		391	3.60	15,636.09	
36006006	Winter Wonder Lane		034					39.99	61.745	58.99
17	481074556806		GRM	1.094	A1					
360	810745343	COMBO S/3 DECORATIV	0.00	IN	1		394	27.00	12,367.66	09/16/2024
36006	DS-64619	DECORATION			1		394	4.39	36,224.36	
36006006	Winter Wonder Lane		H34					91.94	65.858	
18	481074534309		GRM	1.156	A1					
-->> The	above assortment	(810745343)	consists of							09/16/2024
0										
360	810745623	32IN GOLD DECORATIV	0.00	IN			788	6.00	4,728.00	09/16/2024
36006	DS-64619A	DECORATION					394		15,752.12	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
19	481074562302			1.156	A1					
360	810745655	18IN GOLD DECORATIV	0.00	IN			788	4.00	3,152.00	09/16/2024
36006	DS-64619C	DECORATION					394		8,660.12	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
20	481074565501			0.333	A1					
360	810745705	24IN GOLD DECORATIV	0.00	IN			788	5.00	3,940.00	09/16/2024
36006	DS-64619B	DECORATION					394		11,812.12	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
21	481074570505			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745343								09/16/2024
0										
360	810745344	COMBO S/3 DECORATIV	0.00	IN	1		394	27.00	12,367.66	09/16/2024
36006	DS-64618	DECORATION			1		394	4.39	36,224.36	
36006006	Winter Wonder Lane		H34					91.94	65.858	
22	481074534408		GRM	1.156	A1					
-->> The	above assortment	(810745344)	consists of							09/16/2024
0										
360	810745622	18IN RED DECORATIVE	0.00	IN			788	4.00	3,152.00	09/16/2024
36006	DS-64618C	DECORATION					394		8,660.12	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
23	481074562203			0.333	A1					
360	810745624	32IN RED DECORATIVE	0.00	IN			788	6.00	4,728.00	09/16/2024
36006	DS-64618A	DECORATION					394		15,752.12	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
24	481074562401			1.156	A1					
360	810745703	24IN RED DECORATIVE	0.00	IN			788	5.00	3,940.00	09/16/2024
36006	DS-64618B	DECORATION					394		11,812.12	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
25	481074570307			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745344								09/16/2024
0										
360	810745621	COMBO S/3 DECORATIV	0.00	IN	1		394	27.00	12,367.66	09/16/2024
36006	DS-64620	DECORATION			1		394	4.39	36,224.36	
36006006	Winter Wonder Lane		H34					91.94	65.858	
26	481074562104		GRM	1.156	A1					
-->> The	above assortment	(810745621)	consists of							09/16/2024
0										
360	810745625	18IN SILVER GLITTER	0.00	IN			788	4.00	3,152.00	09/16/2024
36006	DS-64620C	DECORATION					394		8,660.12	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
27	481074562500			0.333	A1					
360	810745707	32IN SILVER GLITTER	0.00	IN			788	6.00	4,728.00	09/16/2024
36006	DS-64620A	DECORATION					394		15,752.12	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
28	481074570703			1.156	A1					
360	810745708	24IN SILVER GLITTER	0.00	IN			788	5.00	3,940.00	09/16/2024
36006	DS-64620B	DECORATION					394		11,812.12	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
29	481074570802			0.617	A1					



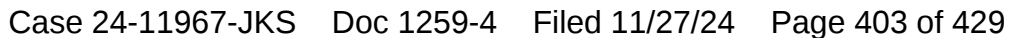
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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745621								09/16/2024
0										
360	810745731	SET OF 3 HANGING BE	0.00	IN	4		1,528	5.40	10,384.29	09/16/2024
36006	DS-59811L	DECORATION			4		382	1.40	22,904.72	
36006006	Winter Wonder Lane		034					14.99	54.663	18.99
30	481074573100		GRM	1.167	A1					
360	810745653	3 HANGING BELLS GOL	0.00	IN	4		1,528	2.70	4,993.50	09/16/2024
36006	DS-59811S	DECORATION			4		382	0.57	12,208.72	
36006006	Winter Wonder Lane		034					7.99	59.099	14.12
31	481074565303		GRM	0.403	A1					
360	810745628	COMBO 18IN METAL HA	0.00	IN	1		778	21.60	26,268.39	09/16/2024
36006	DS-65322	DECORATION			1		778	12.16	58,326.66	
36006006	Winter Wonder Lane		H34					74.97	54.963	
32	481074562807		GRM	7.775	A1					
-->> The	above assortment	(810745628)	consists of							09/16/2024
0										
360	810745563	LG GOLD METAL HANGI	0.00	IN			778	8.00	6,224.00	09/16/2024
36006	DS-60897L-GOLD	DECORATION					778		19,442.22	
36006006	Winter Wonder Lane		034					24.99	67.987	29.99
33	481074556301				A1					



PO#: 95415352

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



PO # 95415354
Date Created 05/30/2024
Version: 3
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/15/2024
Cancel if not Shipped by: 07/22/2024
Must be Routed by: 06/24/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact: SURENDER GANDHI
Telephone: 91-591-2478400 Fax 91-591-2478499
E-Mail: surender@dewansons.com

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

3,107

150,767.37

47,871.50

65.215

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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PO#: 95415354

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



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PO#: 95415354

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745568	REINDEER HEAD TABLE	0.00	IN	1		152	13.00	2,530.80	09/09/2024
36006	DS-63623	DECORATION			1		152	3.65	6,078.48	
36006006	Winter Wonder Lane		034					39.99	58.365	58.99
17	481074556806		GRM	1.094	A1					
360	810745343	COMBO S/3 DECORATIV	0.00	IN	1		171	30.00	5,901.21	09/09/2024
36006	DS-64619	DECORATION			1		171	4.51	15,721.74	
36006006	Winter Wonder Lane		H34					91.94	62.465	
18	481074534309		GRM	1.156	A1					
-->> The	above assortment	(810745343)	consists of							09/09/2024
0										
360	810745623	32IN GOLD DECORATIV	0.00	IN			342	6.00	2,052.00	09/09/2024
36006	DS-64619A	DECORATION					171		6,836.58	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
19	481074562302			1.156	A1					
360	810745655	18IN GOLD DECORATIV	0.00	IN			342	4.00	1,368.00	09/09/2024
36006	DS-64619C	DECORATION					171		3,758.58	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
20	481074565501			0.333	A1					
360	810745705	24IN GOLD DECORATIV	0.00	IN			342	5.00	1,710.00	09/09/2024
36006	DS-64619B	DECORATION					171		5,126.58	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
21	481074570505			0.617	A1					



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PO#: 95415354

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745343								09/09/2024
0										
360	810745344	COMBO S/3 DECORATIV	0.00	IN	1		171	30.00	5,901.21	09/09/2024
36006	DS-64618	DECORATION			1		171	4.51	15,721.74	
36006006	Winter Wonder Lane		H34					91.94	62.465	
22	481074534408		GRM	1.156	A1					
-->> The	above assortment	(810745344)	consists of							09/09/2024
0										
360	810745622	18IN RED DECORATIVE	0.00	IN			342	4.00	1,368.00	09/09/2024
36006	DS-64618C	DECORATION					171		3,758.58	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
23	481074562203			0.333	A1					
360	810745624	32IN RED DECORATIVE	0.00	IN			342	6.00	2,052.00	09/09/2024
36006	DS-64618A	DECORATION					171		6,836.58	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
24	481074562401			1.156	A1					
360	810745703	24IN RED DECORATIVE	0.00	IN			342	5.00	1,710.00	09/09/2024
36006	DS-64618B	DECORATION					171		5,126.58	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
25	481074570307			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745344								09/09/2024
0										
360	810745621	COMBO S/3 DECORATIV	0.00	IN	1		171	30.00	5,901.21	09/09/2024
36006	DS-64620	DECORATION			1		171	4.51	15,721.74	
36006006	Winter Wonder Lane		H34					91.94	62.465	
26	481074562104		GRM	1.156	A1					
-->> The	above assortment	(810745621)	consists of							09/09/2024
0										
360	810745625	18IN SILVER GLITTER	0.00	IN			342	4.00	1,368.00	09/09/2024
36006	DS-64620C	DECORATION					171		3,758.58	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
27	481074562500			0.333	A1					
360	810745707	32IN SILVER GLITTER	0.00	IN			342	6.00	2,052.00	09/09/2024
36006	DS-64620A	DECORATION					171		6,836.58	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
28	481074570703			1.156	A1					
360	810745708	24IN SILVER GLITTER	0.00	IN			342	5.00	1,710.00	09/09/2024
36006	DS-64620B	DECORATION					171		5,126.58	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
29	481074570802			0.617	A1					



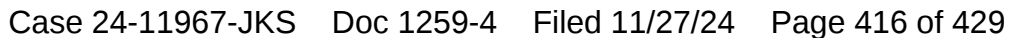
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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745621								09/09/2024
0										
360	810745731	SET OF 3 HANGING BE	0.00	IN	4		740	6.00	5,490.80	09/09/2024
36006	DS-59811L	DECORATION			4		185	1.42	11,092.60	
36006006	Winter Wonder Lane		034					14.99	50.500	18.99
30	481074573100		GRM	1.167	A1					
360	810745653	3 HANGING BELLS GOL	0.00	IN	4		740	3.00	2,649.20	09/09/2024
36006	DS-59811S	DECORATION			4		185	0.58	5,912.60	
36006006	Winter Wonder Lane		034					7.99	55.194	14.12
31	481074565303		GRM	0.403	A1					
360	810745628	COMBO 18IN METAL HA	0.00	IN	1		373	24.00	13,524.98	09/09/2024
36006	DS-65322	DECORATION			1		373	12.26	27,963.81	
36006006	Winter Wonder Lane		H34					74.97	51.634	
32	481074562807		GRM	7.775	A1					
-->> The	above assortment	(810745628)	consists of							09/09/2024
0										
360	810745563	LG GOLD METAL HANGI	0.00	IN			373	8.00	2,984.00	09/09/2024
36006	DS-60897L-GOLD	DECORATION					373		9,321.27	
36006006	Winter Wonder Lane		034					24.99	67.987	29.99
33	481074556301				A1					



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PO # 95415355
Date Created 05/30/2024
Version: 4
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/29/2024
Cancel if not Shipped by: 08/05/2024
Must be Routed by: 07/08/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: MUNDRA , IN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005521

DEWAN & SONS
SURENDER GANDHI
LAKRI -FAZALPUR , MINI BYPASS DELHI ROA
244001 MORADABAD, UTTAR PRADESH
INDIA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
6,387	311,494.92	98,936.00	65.216

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

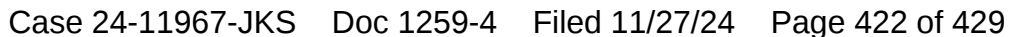
24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.	
27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.	

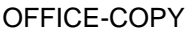


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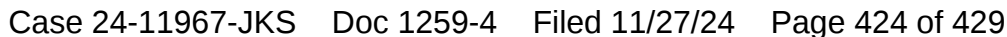
Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810745568	REINDEER HEAD TABLE	0.00	IN	1		326	13.00	5,427.90	09/09/2024
36006	DS-63623	DECORATION			1		326	3.65	13,036.74	
36006006	Winter Wonder Lane		034					39.99	58.365	58.99
17	481074556806		GRM	1.094	A1					
360	810745343	COMBO S/3 DECORATIV	0.00	IN	1		359	30.00	12,389.09	09/09/2024
36006	DS-64619	DECORATION			1		359	4.51	33,006.46	
36006006	Winter Wonder Lane		H34					91.94	62.465	
18	481074534309		GRM	1.156	A1					
-->> The	above assortment	(810745343)	consists of							09/09/2024
0										
360	810745623	32IN GOLD DECORATIV	0.00	IN			718	6.00	4,308.00	09/09/2024
36006	DS-64619A	DECORATION					359		14,352.82	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
19	481074562302			1.156	A1					
360	810745655	18IN GOLD DECORATIV	0.00	IN			718	4.00	2,872.00	09/09/2024
36006	DS-64619C	DECORATION					359		7,890.82	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
20	481074565501			0.333	A1					
360	810745705	24IN GOLD DECORATIV	0.00	IN			718	5.00	3,590.00	09/09/2024
36006	DS-64619B	DECORATION					359		10,762.82	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
21	481074570505			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745343								09/09/2024
0										
360	810745344	COMBO S/3 DECORATIV	0.00	IN	1		359	30.00	12,389.09	09/09/2024
36006	DS-64618	DECORATION			1		359	4.51	33,006.46	
36006006	Winter Wonder Lane		H34					91.94	62.465	
22	481074534408		GRM	1.156	A1					
-->> The	above assortment	(810745344)	consists of							09/09/2024
0										
360	810745622	18IN RED DECORATIVE	0.00	IN			718	4.00	2,872.00	09/09/2024
36006	DS-64618C	DECORATION					359		7,890.82	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
23	481074562203			0.333	A1					
360	810745624	32IN RED DECORATIVE	0.00	IN			718	6.00	4,308.00	09/09/2024
36006	DS-64618A	DECORATION					359		14,352.82	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
24	481074562401			1.156	A1					
360	810745703	24IN RED DECORATIVE	0.00	IN			718	5.00	3,590.00	09/09/2024
36006	DS-64618B	DECORATION					359		10,762.82	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
25	481074570307			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745344								09/09/2024
0										
360	810745621	COMBO S/3 DECORATIV	0.00	IN	1		359	30.00	12,389.09	09/09/2024
36006	DS-64620	DECORATION			1		359	4.51	33,006.46	
36006006	Winter Wonder Lane		H34					91.94	62.465	
26	481074562104		GRM	1.156	A1					
-->> The	above assortment	(810745621)	consists of							09/09/2024
0										
360	810745625	18IN SILVER GLITTER	0.00	IN			718	4.00	2,872.00	09/09/2024
36006	DS-64620C	DECORATION					359		7,890.82	
36006006	Winter Wonder Lane		034					10.99	63.603	15.99
27	481074562500			0.333	A1					
360	810745707	32IN SILVER GLITTER	0.00	IN			718	6.00	4,308.00	09/09/2024
36006	DS-64620A	DECORATION					359		14,352.82	
36006006	Winter Wonder Lane		034					19.99	69.985	36.99
28	481074570703			1.156	A1					
360	810745708	24IN SILVER GLITTER	0.00	IN			718	5.00	3,590.00	09/09/2024
36006	DS-64620B	DECORATION					359		10,762.82	
36006006	Winter Wonder Lane		034					14.99	66.644	19.99
29	481074570802			0.617	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

End of	assortment list	for -810745621								09/09/2024
0										
360	810745731	SET OF 3 HANGING BE	0.00	IN	4		1,508	6.00	11,189.36	09/09/2024
36006	DS-59811L	DECORATION			4		377	1.42	22,604.92	
36006006	Winter Wonder Lane		034					14.99	50.500	18.99
30	481074573100		GRM	1.167	A1					
360	810745653	3 HANGING BELLS GOL	0.00	IN	4		1,508	3.00	5,398.64	09/09/2024
36006	DS-59811S	DECORATION			4		377	0.58	12,048.92	
36006006	Winter Wonder Lane		034					7.99	55.194	14.12
31	481074565303		GRM	0.403	A1					
360	810745628	COMBO 18IN METAL HA	0.00	IN	1		768	24.00	27,847.68	09/09/2024
36006	DS-65322	DECORATION			1		768	12.26	57,576.96	
36006006	Winter Wonder Lane		H34					74.97	51.634	
32	481074562807		GRM	7.775	A1					
-->> The	above assortment	(810745628)	consists of							09/09/2024
0										
360	810745563	LG GOLD METAL HANGI	0.00	IN			768	8.00	6,144.00	09/09/2024
36006	DS-60897L-GOLD	DECORATION					768		19,192.32	
36006006	Winter Wonder Lane		034					24.99	67.987	29.99
33	481074556301				A1					

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

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